

All sales of goods between the customer (hereinafter called the Buyer) and the seller, JETS (hereinafter called the Seller), shall be subject to these Conditions. They supersede all other documents concerning the goods, including the Buyer's purchase conditions if any, unless otherwise is accepted in writing by the Seller.

1. ORDERS, AMENDMENTS

1.1 Any offer from the Seller is, unless otherwise specified, binding for the Seller in 90 days counting from the date of the offer. All acceptances of offers made by the Seller must be in writing (e-mail or letter) and received by the Seller within the time limit of 90 days. The Seller is not bound by acceptances received after this time limit or acceptances that are not put in writing.

1.2 After receipt of the written acceptance, the Seller issues a confirmation of the order via e-mail. Unless the Buyer objects by e-mail 7 days after the receipt of the order confirmation, he shall be bound by its content. In absence of objection from the Buyer, the contract shall be deemed concluded on the date at which the order confirmation was issued.

1.3.1 All prices offered/order confirmed by the Seller are subject to modification in case of fluctuation of + / - 2 % or more in rate of exchange between NOK and foreign currency affecting the Sellers production costs and/or overall margin rates.

1.3.2 All prices offered/order confirmed by the Seller are subject to adjustment in case of an increase in shipping costs or cost of materials of more than 5 % from the offer/order confirmation from Seller until the time of shipment.

1.4 Any offer from the Seller may be revised until the order is confirmed, as long as the revision is due to changes in the Sellers product line. In the event that an offer is revised, the revised offer shall replace the original offer, after which the original offer is no longer binding for the Seller. Any revision of an offer shall be without effect to the 90 days acceptance period.

1.5 After an order has been confirmed, the Seller is free to make changes in its product line. In the event such changes are made, the following shall apply:

1.5.1 Minor changes to a product in the Sellers product line shall not affect the parties' obligations or scope of the order, given that the quality and performance of the product is not reduced in any way and the product still meets any written requirement from the Buyer. Any changes to the product's contact points which affects its computability, or changes to the product's overall external dimensions, shall not be considered as minor changes of the product. For the avoidance of doubt, minor changes in accordance with this clause shall not affect the agreed price stated in the order confirmation.

1.5.2 Any other changes to a product in the Sellers product line, which are not considered as minor changes in respect to clause 1.5.1, constitutes a right for the Buyer to cancel the order in regards to that respective product without any cancellation fee. The Seller shall notify the Buyer in writing immediately after the decision to make such changes is made. If the Buyer wishes to cancel the order in accordance with this clause, the Buyer shall issue a written cancellation to the Seller with reception within 7 days.

1.5.3 In the unlikely event that a product is taken out of the product line, without being replaced by a similar product, the Seller shall only be obliged to deliver the number of products which are still available in store. If the Seller for this reason fails to deliver the agreed amount of products specified in the order, the Seller shall be relieved of any liability or obligations rising thereof.

1.5.4 Notwithstanding anything to the contrary in this Agreement, due to rapidly changing technology and the fact that technology is evolving at an ever-increasing rate, Jets Vacuum AS cannot guarantee that components within a series/repeat of project deliveries, extending over numerous years, will be completely uniformed. Jets Vacuum AS can, however, guarantee that the Form/Fit/Function will be maintained as per this.

2. DELIVERY

2.1 The goods are delivered according to the Seller's practices unless specific packaging, labelling, marking or mean of transportation are ordered by the Buyer and accepted by the Seller.

2.2 In the absence of a special condition specified in the order confirmation the goods are delivered FCA (ref.: the latest Incoterms) from the agreed place and date. Better insurance coverage than the coverage defined in the Incoterms may be ordered at the Buyer's written request and for the Buyer's expense. Partial delivery shall be permitted, unless otherwise agreed.

2.3 In case an acceptance test is compulsory by contract or by law, such acceptance test shall affect the transfer of risks and be given effect in accordance with the relevant contractual obligation or provision in law. The Buyer shall declare acceptance of the Product at the agreed date of the acceptance test, or if such date is not agreed, without undue delay after the Seller's notice of readiness for acceptance testing. In case the Buyer does not declare refusal of the Product in writing with a statement of reasons without undue delay after completion of the acceptance test, or within a reasonable period of time set by the Seller, the acceptance of the Product shall be deemed effected at the date of the acceptance test or the date of the Seller's notice of readiness for acceptance testing. The acceptance of the Product shall be deemed effected as well by use of the Product by the Buyer. Minor impairments of the Product of delivery shall not entitle the Buyer to refuse acceptance of the Product. By means of acceptance of the Product, the Seller is released from liability for visible defects as long as the Buyer did not reserve his right to file notice of certain specified defects with his acceptance.

The Seller shall bear all costs for acceptance tests carried out at the place of manufacture. The Buyer shall however bear all travelling and living expenses for his representatives in connection with such tests. If the acceptance test is carried out at another place but the place of manufacture, the Buyer shall bear all additional costs of the Seller in accordance with the pay rates stated in the pro forma invoice or the order confirmation and the Appendix. The Buyer shall ensure, that the Seller's personnel is able to start work in accordance with the agreed time schedule and to work during normal working hours as referred to in the Appendix.

A putting into operation/ test-run is only compulsory if explicitly agreed to In Writing. In any case it shall not have an impact on the passing of risk, which takes place at delivery of the Product or the acceptance of the Product according to clauses 2.1 – 2.3.

3. DELAYED DELIVERY

In case of delay the following provisions shall apply:

3.1 The Seller shall immediately inform the Buyer by e-mail if it is aware that delayed delivery will occur and indicate the period of delay and the new date of delivery.

3.2 In case of delay due to the Seller payment shall be postponed accordingly. In case of delay due to the Buyer payment shall not be postponed and shall be made as there was no delay. In case of delay due to the Buyer, the goods shall be stored at the Buyer's cost.

4. PAYMENT

4.1 Unless otherwise agreed in writing the price in the invoices shall be stated in the currency specified in the written order confirmation. Payment shall be made in the currency mentioned in the invoice.

Unless otherwise accepted by the Seller, payment shall be made under a confirmed and irrevocable letter of credit (LC), or standby letter of credit (SBLC), payable 30 days after the presentation of transport documents at a Norwegian bank.

4.2 In case of agreement on deferred payment without an obligation of LC or SBLC the following provisions shall apply:

4.2.1 Transfer of payment shall be made by SWIFT directly to the bank account given by the Seller.

4.2.2 The goods shall remain the property of the Seller until the Buyer has transferred the payment.

The following provision shall apply when the law of the country of the Buyer authorises such a provision: The goods shall remain the property of the Seller until the Buyer has paid all sums due to the Seller, whether under the sales contract concerning these goods or under any prior or subsequent contract.

4.2.3 Should any substantial change occur in the Buyer's financial and economic position, the following provisions shall apply:

- a) The Seller may require immediate or earlier payment and/or security within a fixed time limit.
- b) If such is not forthcoming within this limit, the Buyer shall immediately stop to install the goods. The Seller shall have the right to fetch the goods at the Buyer's premises and the Buyer shall not prevent it to do so.

4.2.4 The Buyer has a duty to inform the Seller before delivery of mandatory laws which contradict any provision of article 4.3.

4.3 Rate of interest for overdue payment: 1,2% per month + € 30 per reminder + debt recovery expenses. In case of overdue payment the provisions of Article 4.2.3 shall apply similarly at the Seller's request.

4.3.1 The Seller shall have the right to postpone any delivery of goods or services until payment of any overdue amount.

5. WARRANTY, CLAIM, LIMITATION OF WARRANTY

The Seller guarantees that the goods are in conformity with the sales contract and that they are free from defects in materials and workmanship under normal and proper use during the warranty period according to the following provisions:

All claims for lack of conformity shall contain the date and number of the invoice and a clear description of the damage, error of delivery, visible or latent defect and the Buyer's request of remedy in accordance with the provisions of Article 5.

5.1 The Buyer shall inspect the goods upon receipt. In case of damage due to transportation, wrong delivery or any visible defect the Buyer shall inform the Seller by fax or e-mail no later than 5 days from the day the goods have been received at the agreed place. No claims for defects may be lodged after this period of 5 days, except for latent defects due to the Seller which are subject to the following warranty provisions, including limitations:

5.2 The Seller's liability for latent defects shall be limited to the following warranty periods:

- a) 12 months from the date of commissioning at the place of the Buyer limited to 18 months from the date of delivery from the Seller.
- b) Installation by the Seller: 12 months from the date of installation.
- c) Repaired goods: 12 months for the repaired part of the goods from the date of repair.
- d) Spare parts: 12 months from the date of delivery to the Buyer.

5.3 In case of a defect the Buyer shall immediately inform the Seller. The Buyer shall put in a written claim as soon as possible not later than 30 days from the day such defect has become apparent and shall give evidences to the Seller of such defect. If the Buyer fails to inform the Seller or fails to put in a claim within the time limit, he shall forfeit his right to make any claim in respect of the defect.

5.4 Defective goods shall be repaired or substituted at the Seller's discretion and expense taking into account the Buyer's need for the quickest solution when time is of the essence.

The costs of transportation of the goods from and to the place of the Buyer shall be covered by the Seller when the defective goods are covered by the warranty. Other transportation costs shall be covered by the Buyer. Unless otherwise agreed in writing, the Buyer shall bear any additional costs which the Seller incurs for repair, dismantling, installation and transport as a result of the goods being located in a place other than the place of the Buyer.

5.5 The goods (not the spare parts) must be installed and put into operation at the latest within 6 months from the date of delivery by the Seller. The Seller reserves the right to examine the equipment prior to start up, unless start up is completed within this time.

The goods must be stored indoor in a dry and dust free environment. For longer periods of storage please refer to Jets® Transport and Storage conditions (IDS0232).

The Buyer shall only use original spare parts from the Seller or from a supplier recommended by the Seller.

5.6 The Seller's warranty shall be valid only if the goods are installed and/or used in accordance with the Seller's instructions and common practice. A particular attention must be given to the installation of the vacuum pipes.

The Seller shall have no liability in the followings cases: damages due to transportation under the responsibility of the Buyer, modifications of the goods, use of non-original spare parts, damage or defect due to wrong handling after delivery, wrong installation or maintenance. In such cases the Buyer shall indemnify, defend and hold the Seller harmless in the event of claim against the Seller.

The Seller shall have no liability for deterioration and normal wear and tear.

The Seller's total liability is limited to the repair, delivery of substitute goods or reimbursement of the defective goods. If not stated otherwise in this Agreement the liability of the Seller, shall under any circumstance be limited in total to an amount equal to the price of the products and services paid to the Seller pursuant to this agreement.

The Seller shall in no case be liable for consequential damages and indirect losses, such as loss of profit, business interruption or loss of production.

5.7 The Seller 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 possession of the Buyer or its successor(s), except to the extent that in case of personal injury or death, such injury or death is caused solely by the

negligence of the Seller or its directors, employees, agents, or subcontractors. Nor shall the Seller be liable for any damage to products manufactured by the Buyer, or for any product manufactured by the Buyer where the Seller's product is used as a part of or is any way integrated with a product manufactured by the Buyer. If the Seller incurs liability towards any third party for such damage to property, personal injury or death as described in this paragraph, the Buyer shall indemnify, defend and hold Seller harmless.

5.8 The Buyer has a duty before delivery to inform the Seller in writing of mandatory rules at the place of the Buyer or his customers which contradict provisions of Article 5.

5.9 * Valid for maritime customers only.

In order to start the warranty period. The customer must inform JETS about:

- Name of ship related to the NB number
- Delivery date of ship to owner.
- Name and address of owner.

Confirmed warranty will only be valid when this information is provided.

5.10 If Seller and Buyer agree that the Seller shall conduct service/repair work that the Seller is not otherwise obliged to perform under the contract, then Orgalime R 17 with amendments, shall apply and the Seller may charge for such service/repair work at its applicable rates, ref. Appendix.

6. TECHNICAL SPECIFICATION, STANDARD, TECHNICAL DOCUMENTS

6.1 The Seller shall deliver goods according to the technical specifications mentioned in the Seller's relevant technical or commercial brochures. The Seller may effectuate small modifications without informing the Buyer.

6.2 Where the Seller is submitting drawings for approval, the Buyer shall approve or protest the drawings within the time given in the Contract, or if no time limit is specified, within ten (10) calendar days of the submission of the drawings. Failure to raise objections within this time limit shall be considered as an approval.

6.3 The Contract language shall be English or Norwegian. The same applies with respect to all contract communication and documentation.

7. CANCELLATION

7.1 Cancellation when production is not started. A cancellation fee of 10 % of total contract value will apply.

7.2 Cancellation when production has started. For equipment made according to Jets® product standard, a cancellation fee of 15 % of the total contract value will apply.

7.3 Cancellation when production has started – Equipment specially made to order.

All sewage treatment plants are specially made to order. This also applies for various types of tanks as well as vacuum units designed for specific orders. Equipment made specially to order can not be cancelled when production has started. The Seller can assist in investigating possibilities for use of equipment for other projects. If such possibilities are found and the Seller accepts cancellation, the cancellation fee will be 15 %.

8. RETURN OF EQUIPMENT

8.1 Return of equipment made according to Jets® product standard is acceptable provided that the equipment has not been used and can be resold as new.

8.2 Return of equipment specially made to order (sewage treatment plants, tanks, special vacuum units etc.) can not be accepted.

8.3 Return of equipment must always be agreed upon in writing by the Seller. A copy of this must be included when returning.

To cover the cost related to the return (unpacking, checking/testing of the equipment, registration in logistics system and returning to storage etc.) a return fee of 15 % of the equipment/contract value will apply.

8.4 All cost for transport, custom clearance etc. to be at the Buyer's account.

9. FORCE MAJEURE

The definition of Force Majeure of the International Chamber of Commerce (ICC publication No. 650) applies to these conditions.

In addition, the following events shall be included: shortages of transport, materials or delivery from the Seller's sub-suppliers. If an event of force majeure at the place of the Seller lasts for more than 45 days and impedes delivery by the Seller, the Buyer shall be entitled to cancel the order. If an event of force majeure at the place of the Buyer lasts for more than 45 days and impedes receipt of the goods, the Seller shall be entitled to cancel the order.

10. DISPUTE RESOLUTION, APPLICABLE LAW

10.1 Any dispute on the quality of the Products shall be presented to an independent technical expert for an opinion. The parties shall appoint the expert within 30 days of receipt of the written claim from the claiming party. In addition, the expert may be requested to propose solutions subject to an agreement between the parties. The opinion of the expert shall be drafted in English. The opinion shall bind the parties. The failing party shall cover the fee of the expert. If the expert is of the opinion that both parties have a responsibility, the fee shall be shared equally between the parties.

10.2 Any other disputes arising out of or in connection with the Agreement or further agreements resulting thereof, shall be submitted to the ordinary courts with Oslo City Court as legal venue. In case the disputed value is exceeding 10 million NOK, the dispute shall be finally settled by fast-track arbitration pursuant to the Norwegian Act on Arbitration of 14 June 2004 and the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time, in the English language, in Oslo.

10.3 Both Parties have accepted that any accepted expert opinion, agreed mediation solution; court decision or arbitration awards may be enforced in all countries, particularly any countries where the relevant Party has assets.

11. CONDITIONS OF INSTALLATION AND COMMISSIONING

11.1 Unless otherwise agreed the Buyer has the responsibility of installation and commissioning of the equipment in accordance with the Sellers instructions. As soon as possible after the installation of

the equipment a commissioning test shall be performed and a commissioning report shall be issued and sent to the Seller. In case of lack of conformity of the goods (equipment or spare parts) covered by the Seller's warranty, a report shall immediately and not later than 30 days, be sent to the Seller in accordance with the provisions of Article 5. After the lack of conformity has been remedied, a new commissioning test shall be performed and a commissioning report shall be issued no later than 30 days from the lack of conformity has been remedied. Passed this deadline or the deadline for claiming mentioned in Article 5.3, the commissioning report shall be deemed issued.

11.2 Additional conditions shall apply when the Seller is in charge of the installation and/or commissioning of the equipment.

12. EXPORT CONTROL

Both Seller and Buyer acknowledge that any information provided or received may be subjected to export and/or foreign assets control laws and regulations and each of the Parties agree that they will strictly comply with all applicable requirements under such laws and regulations. As such, each Party warrants and undertakes that it will not export or transfer by any means, electronic or otherwise, any information or deliverables without complying in all respect with the applicable export control legislation, codes of conduct, relevant export license(s), guidelines, notices and instructions in relation to any export or transfer of information or deliverables. Neither Party shall have any liability to the other Party for delayed delivery or non-delivery resulting from denial, revocation, suspension or governmental delay in issuance of any necessary export license or authority.

13. FORWARDING & FREIGHT

For those occasions where the Buyer or the Buyer's customers request the Seller to arrange freight of goods, and the Seller accepts to arrange as requested despite Sales & Delivery of goods is confirmed, Jets® General sales Conditions B2B applies: All and any forwarding business undertaken by the Seller is transacted subject to the latest edition of the General conditions of the Nordic Association of Freight Forwarders - NSAB, which i.a. limit the Seller's liability and entitle the Seller to cover all claims due for payment through sale of the customer's property under the Seller's control. Regarding NSAB 2015 the time guarantee in §§ 6 and 20 is excluded, as well as the requirement as to storage insurance in § 27.c.3.