

# General Terms and Conditions – Lifecycle Services

## 1. General

These general terms and conditions (the "General Conditions") apply between Manta Marine Technologies AB ("Manta") and the customer (the "Customer"). Any modifications of or deviations from them must be agreed in writing.

In the event of any discrepancies between the order quotation and these General Conditions – the order quotation shall prevail.

In the event of any discrepancies between these General Terms and conditions and an existing service Agreement between Manta and the Customer the conditions in the Service Agreement shall prevail.

## 2. Definitions

Terms shall have the following meaning:

"the Agreement" – the agreement entered between Manta and the Customer upon Manta's order confirmation.

"the Equipment" – the specific objects subject to repair work or maintenance work under the Agreement.

"the Products": the objects supplied by Manta under the Agreement, such as machinery, equipment and materials.

"the Services": services supplied by Manta under the Agreement, such as repair and maintenance work.

"Gross Negligence" – an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious contracting party would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such an act or omission;

## 3. Scope of General Conditions

- 3.1. The provisions in sections 0-8 below shall apply for the supply of Products to the Customer from Manta. Section 9 shall apply where Manta performs installation, Section 10 shall apply where Manta performs supervision of installation performed by Customer, Sections 11-12 shall apply for maintenance and repair work carried out by Manta with regards to the Equipment. Sections 13-30 shall

apply for all Agreements unless otherwise is provided for in those sections 13-30.

## **4. Product Information**

- 4.1. All information and data contained in general product documentation and price lists shall be binding only to the extent that they are by reference in writing expressly included in the Contract.

## **5. Drawings and technical information**

- 5.1. The Customer may not use drawings, technical documents or other technical information received from Manta for any other purpose than that for which they were provided. Such information may not, without the consent from Manta, otherwise be used or copied, reproduced, transmitted or communicated to a third party.
- 5.2. Manta shall provide free of charge information and drawings which are necessary to permit the Customer to commission, operate, maintain and where applicable install the Product. Such information and drawings shall be supplied at least one copy of each or otherwise as agreed upon. Manta is not obliged to provide manufacturing drawings for the Product or for spare parts.

## **6. Tests before shipment**

- 6.1. Where it has been agreed that tests shall be carried out before shipment, such test shall be carried out at the place of manufacture and during normal working hours unless otherwise agreed.
- 6.2. If no specific technical requirements have been agreed, the tests shall be carried out in accordance with general practice in the appropriate branch of industry concerned in the country of manufacture.
- 6.3. Manta shall notify the Customer in writing of the tests in sufficient time to permit the Customer to be represented at the tests. If the Customer is not represented, the test report shall be sent to the Customer and shall be accepted as accurate.
- 6.4. If the tests show the Products not to be in accordance with the Agreement, Manta shall without delay remedy any deficiencies in order to ensure that the Products complies with the Agreement. New tests shall then be carried out at the Customer's request, unless the deficiency was insignificant.
- 6.5. Manta shall bear all costs for acceptance tests carried out at the place of manufacture. The Customer shall however bear all travelling and living expenses for its representatives in connection with such tests.

## 7. Delivery

### Accepting delivery etc.

- 7.1. The Customer shall be obliged to accept delivery. Where the Customer is in breach of this obligation the Customer shall reimburse Manta for all costs incurred in connection therewith. Furthermore, the Customer shall nevertheless pay any part of the purchase price which becomes due at the time for delivery, as if delivery had taken place at the time for delivery. Manta may arrange for storage of the Product at the risk and expense of the Customer. Manta may also, if the Customer so requires, insure the Product at the Customer's expense.
- 7.2. Upon the Customer's failure to accept delivery, Manta may by notice in writing require the Customer to accept delivery within a final period determined by Manta in its sole but reasonable discretion. If the Customer fails to accept delivery within such period, Manta may by notice in writing terminate the Agreement in whole or in part. Manta shall then be entitled to compensation for the full loss due to the Customer, including any consequential and indirect loss (such as but not limited to loss due to resale).

### Delivery dates etc.

- 7.3. Delivery dates are preliminary. Manta Marine will keep the Customer updated regarding delivery status.
- 7.4. Manta Marine shall under no other circumstances be liable for failure or delay of a delivery or any potential losses resulting thereof unless caused by gross negligence.
- 7.5. If the delay in delivery exceeds 15 weeks, the Customer may in writing demand delivery within a final reasonable period which shall not be less than 2 weeks.
- 7.6. If Manta does not deliver within such final period and this is not due to any circumstances which are attributable to the Customer, then the Customer may by notice in writing to Manta terminate the Agreement in respect of such part of the Product as cannot in consequence of Manta's failure to deliver be used as intended by the parties.
- 7.7. If the Customer terminates the Agreement it shall be entitled to compensation for the direct loss he suffers as a result of Manta's delay. The total compensation shall not exceed 15 per cent of that part of the purchase price which is attributable to the part of the Product in respect of which the Agreement is terminated.
- 7.8. Termination of the Agreement with limited compensation under section 7.7 shall be the only remedies available to the Customer in case of delay on the part of

Manta. All other claims against Manta based on such delay shall be excluded, except where the Supplier has been guilty of Gross Negligence.

## **8. Passing of Risk**

- 8.1. The risk for Products shall pass to the Customer according to the INCOTERM® stated in the order quotation.
- 8.2. If no trade term has been specifically agreed, the delivery shall be Free Carrier (FCA) at the place named by Manta Marine.
- 8.3. If, in the case of delivery Free Carrier, Manta, at the request of the Customer, undertakes to send the Product to its destination, the risk will pass not later than when the Product is handed over to the first carrier.
- 8.4. Manta Marine is always entitled to carry out partial delivery.

## **9. INSTALLATION AND taking over**

### General

- 9.1. The provisions set out below in this section 0 shall apply where it is agreed that Manta shall provide installation work for the Products delivered.

### Installation

- 9.2. The Customer shall ensure that:
  - a) all preparatory work in order to ensure necessary conditions for installation are fulfilled. Manta will provide drawings showing the manner which the Products is to be installed, together with all information required for preparing suitable foundations, access and necessary connections;
  - b) Manta's personnel are able to start work in accordance with the agreed time schedule and to work during normal working hours. Work may be performed outside normal working hours to the extent deemed necessary by Manta;
  - c) it has, in good time before installation is started, informed the Manta in writing of all relevant safety regulations in force at the installation site. Installation shall not be carried out in unhealthy or dangerous surroundings.

All the necessary safety and precautionary measures shall have been taken before installation is started and shall be maintained;

- d) Manta's personnel are able to obtain suitable and convenient board and lodging in the neighborhood of the installation site and have access to internationally acceptable hygiene facilities and medical services;
- e) he has made available to the Manta free of charge at the proper time on the installation site all necessary cranes, lifting equipment and equipment for transport on the installation site, auxiliary tools, machinery, materials and supplies (including fuel, oils, grease and other materials, gas, water, electricity, steam, compressed air, heating, lighting, etc.), as well as the measuring and testing instruments of the Customer available on the installation site. Manta shall specify its requirements concerning such cranes, lifting equipment, measuring and testing instruments and equipment for transport on the installation site at the latest two weeks before the agreed date for starting the installation work;
- f) he has made available to the Manta free of charge sufficient offices on the installation site, equipped with telephone and access to the internet;
- g) he has made available to the Manta free of charge necessary storage facilities, providing protection against theft and deterioration of the Products, the tools and equipment required for installation and the personal effects of Manta's personnel;
- h) the access routes to the installation site are suitable for the required transport of the Products and Manta's equipment.

9.3. Upon Manta's request, the Customer shall make available to Manta, free of charge, such labor and operators as may be specified in the Agreement or as may reasonably be required for the purpose of the Agreement. The persons made available by the Customer under this section shall provide their own tools. Manta shall not be liable for such labor provided by the Customer or for any acts or omissions of the persons concerned.

9.4. If Manta so requires, the Customer shall give all necessary assistance required for the import and re-export of Manta's equipment and tools, including assistance with customs formalities. The assistance as such shall be provided free of charge.

9.5. The Customer shall give all necessary assistance to ensure that Manta's personnel obtain, in good time, visas and any official entry, exit or work permits and (if necessary) tax certificates required in the Customer's country, as well as access to the installation site. The assistance as such shall be provided free of charge.

### Representatives

- 9.6. The parties shall, no later than when Manta gives notice that the Product is ready for dispatch from the place of manufacture, each appoint a representative in writing to act on their behalf during the work on the installation site.
- 9.7. The representatives shall be present on or near the installation site during working hours. Unless otherwise specified in the Agreement, the representatives shall be authorised to act on behalf of their respective party in all matters concerning the installation work. Wherever these General Conditions stipulate that a notice shall be given in writing, the representative shall always be authorized to receive such notice on behalf of the party he represents.

### Local laws and regulations

- 9.8. Manta shall ensure that the installation work is carried out and are in accordance with any laws, regulations and rules which are applicable. The Customer shall provide the relevant information on these laws, regulations and rules in writing.
- 9.9. Manta shall carry out any variation work necessary to comply with changes in laws, regulations and rules, referred to in 9.8, occurring between the date of the order confirmation and taking-over. The Customer shall bear the extra costs and other consequences resulting from such changes, including variation work.

### Variations

- 9.10. Subject to the provisions in 9.14, the Customer is entitled to request variations to the scope, design and construction of the installation until the Products have been taken over. Manta may suggest such variations in writing.
- 9.11. Requests for variations shall be submitted to Manta in writing and shall contain an exact description of the variation.
- 9.12. As soon as possible after receipt of a request for a variation or after Manta having made a proposal for a variation, Manta shall notify the Customer in writing whether and how the variation can be carried out, stating the resulting alteration to the price, the time for taking-over and other terms of the Agreement. Manta shall also give such notice to the Customer when variations are required as a result of changes in laws, regulations and rules referred to in 9.8.
- 9.13. If taking-over is delayed as a result of disagreement between the parties on the consequences of variations, the Customer shall pay any part of the price which would have become due if taking-over had not been delayed.
- 9.14. Save as provided in 9.10, Manta shall not be obliged to carry out variations requested by the Customer until the parties have agreed on how the variations

will affect the price, the time for taking-over and other terms of the Agreement. Furthermore, Manta shall in its sole but reasonable discretion decide whether any requested variations can and shall be carried out or not.

#### Customer's default

- 9.15. Where the Customer does not fulfil, correctly and in time, its obligations according to these General Conditions and necessary for carrying out installation:
- a) Manta may at its own discretion choose to carry out or employ a third party to carry out the Customer's obligations or otherwise take such measures as are appropriate under the circumstances in order to avoid or alleviate the effects of the Customer's default.
  - b) Manta may suspend in whole or in part its performance of the Agreement.
  - c) If the Products has not yet been delivered to the installation site, Manta shall arrange for storage of the Products at the Customer's risk. Manta shall also, if the Customer so requires, insure the Products.
  - d) The Customer shall pay any part of the contract price which, but for the default, would have become due.
  - e) The Customer shall reimburse Manta for any and all costs as a result of measures under a), b) or c) of this section.
- 9.16. Upon the Customer's default of obligations according to 9.15, Manta may by notice in writing require the Customer to remedy the default within a final period determined by Manta in its sole but reasonable discretion. If the Customer fails to remedy the default within such period, Manta may by notice in writing terminate the Agreement in whole or in part. Manta shall then be entitled to compensation for the full loss due to the Customer, including any consequential and indirect loss (such as but not limited to loss due to resale, additional storage and transportation costs).

#### Taking-over tests

- 9.17. When installation has been completed taking-over tests shall, unless otherwise agreed, be carried out to determine whether the Products are as required for taking-over according to the Agreement.
- 9.18. Manta shall notify the Customer in writing that the Products are ready for taking-over and in its sole discretion provide a date and time for taking-over tests.
- 9.19. The Customer shall bear all costs of taking-over tests. Manta shall however bear all costs relating to its personnel and its other representatives.



- 9.20. The Customer shall provide free of charge any power, lubricants, water, fuel, raw materials and other materials required for the taking-over tests and for final adjustments in preparing for these tests. It shall also install free of charge any equipment and provide any labor or other assistance necessary for carrying out the taking-over tests.
- 9.21. If the Customer fails to fulfil its obligations under 9.20 or otherwise prevents the taking-over tests from being carried out, the tests shall be regarded as having been satisfactorily completed at the starting date for taking-over tests stated in the Manta's notice.
- 9.22. The taking-over tests shall be carried out during normal working hours, unless otherwise specified by Manta. If the Agreement does not specify the technical requirements, the tests shall be carried out in accordance with general practice in the appropriate branch of industry concerned in the Customer's country.
- 9.23. Manta shall prepare a report of the taking-over tests. This report shall be sent to the Customer. If the Customer has not been represented at the taking-over tests after having been notified in accordance with 9.18, the test report shall be accepted as accurate.
- 9.24. If the taking-over tests show the Products not to be in accordance with the Agreement, the Manta undertakes to remedy the deficiencies. This shall not apply when the deficiency was insignificant or caused by the Customer or by circumstances within the Customer's control

#### Taking-over

- 9.25. Taking-over of the Products shall be considered to take place:
- a) when the taking-over tests have been satisfactorily completed or are regarded under 9.21 as having been satisfactorily completed, or;
  - b) where the parties have agreed not to carry out taking over tests, when the Customer has received a notice in writing from Manta that the installation has been completed.
- 9.26. Minor deficiencies which do not affect the efficiency of the Products shall not prevent taking-over.
- 9.27. When Products have been taken over, the period referred to in section 16.1 shall start to run. The Customer shall at Manta's request issue a certificate stating when the Products have been taken over. The Customer's failure to issue a certificate shall not affect taking over.



## 10. Supervision of Installation

### General

- 10.1. The provisions set out below in this section 0 shall apply where it is agreed that Manta shall supervise the installation for Products delivered but without Manta providing the installation work.
- 10.2. The installation shall be carried out by the Customer who shall at its own expense provide the skilled and unskilled labor, all equipment and everything necessary for the installation of the Product.

### Supervision

- 10.3. Manta shall, upon notification by the Customer in accordance with section 10.5, provide the services of one or more competent supervisors:
- a) to give to the Customer or its site representative mentioned in section 10.7 the necessary instructions for the installation of the Product and, if provided in the contract, for its commissioning by the Customer, and;
  - b) to supervise the manner in which Manta's instructions are carried out.
- 10.4. The number and qualifications of Manta's staff and the estimated duration of installation shall be agreed separately.

### Notification of readiness of the installation and supervision

- 10.5. The Customer shall give Manta at least two month's notice of the date at which the installation site will be ready for the installation work and the commencement of supervision.
- 10.6. Manta's obligation to carry out any supervision services according to 10.3 shall cease if Manta has not received such notification from the Customer within 6 months following delivery of the Products.

### Representatives

- 10.7. Each of the parties shall by notice in writing appoint a representative to act on its behalf during the supervision. Such appointment shall be made at the latest on the date of notification under 10.5. Unless otherwise specified in the contract, they shall be authorised to act on behalf of their respective party in all matters concerning the installation work and the supervision.

### Working conditions

- 10.8. The Customer shall ensure that the conditions stated above in 9.2 c) (safety measures) d) (board and lodging)f) (offices) g) (storage facilities) and 9.5 (assistance with visas etc) are satisfied.

Safety regulations

- 10.9. In good time before commencement of supervision, the Customer shall notify Manta of all relevant safety regulations in force at the site and Manta shall secure the observance of such safety regulations by its staff.
- 10.10. Manta shall inform the Customer of any special risks which the execution of the installation may entail.

Site register

- 10.11. Manta shall keep a site register in which Manta shall note all installation and supervision work carried out and problems encountered. This site register shall be completed and signed daily by the representatives of the parties. The representatives shall be authorised to sign the site register.

Delay etc

- 10.12. If the supervision is delayed due to a cause for which the Customer or any contractor other than Manta is responsible, the Customer shall compensate Manta for all additional costs incurred thereof such but not limited to:
- a) extra work resulting from the delay;
  - b) waiting time and time spent on extra journeys to and from the site;
  - c) costs as a result of the Supplier having to keep his equipment at the site for a longer time than expected;
  - d) additional costs for journeys and board and lodging for Mantas's staff;
  - e) other documented costs incurred by Manta as a result of changes in the supervision programme.

## **11. Repair work (including corrective maintenance) and maintenance works**

General

- 11.1. The provisions set out below in this section 0 shall apply for repair work and maintenance work ordered by the Customer carried out by Manta.

Scope of repair work

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- 11.2. Repair work shall be undertaken with proper skill and care in order to remedy the functional defects which have arisen in the Equipment and specified in the order quotation and order confirmation to be carried out by Manta. It shall be commenced without undue delay or within the time agreed by the parties. Unless otherwise agreed the repair work shall comprise: fault tracing, remedial work, provision and replacement of spare parts, functional checks, assistance at testing.
- 11.3. If the Customer at any stage chooses not to proceed or if the repair work is not carried out or completed due to any other reason than negligence of Manta, the Customer shall pay Manta for the work he has performed and still has to perform for winding up the repair work at Manta's current rates, including fault tracing, making a price estimate and any documented costs incurred in performing the work. If a fixed price has been agreed, Manta shall receive the fixed price after deduction of costs which have not been incurred by Manta.

Scope of maintenance work.

- 11.4. Maintenance shall be undertaken with proper skill and care at the times specified in the order quotation and order confirmation. If no times has been agreed, Manta shall notify the Customer at least one week in advance of time when the maintenance will be carried out. Unless otherwise agreed, maintenance shall comprise preventive maintenance and include the following: i) checking the condition of the Equipment; ii) functional check; iii) adjustments, where appropriate; iv) provision and replacement of wear parts; and v) cleaning and necessary lubrication.
- 11.5. The Customer shall without undue delay inform Manta by notice in writing of any alterations in the Equipment or its operation or other measures taken by the Customer which may affect Manta's obligations.

Representatives

- 11.6. Each of the parties shall by notice in writing appoint a representative to act on its behalf with regards to the repair- or maintenance work. Such appointment shall be made at the latest on the date Manta starts the work. Unless otherwise specified in the Agreement, they shall be authorised to act on behalf of their respective party in all matters concerning the work.

Technical documentation

- 11.7. The Customer shall in good time provide current technical documentation (e.g. drawings, descriptions, charts and instructions) in its possession, which is relevant for carrying out the agreed repair- or maintenance work. Manta may not use such documentation for any other purpose than to fulfil the Agreement.

Spare parts

- 11.8. Unless otherwise agreed, Manta shall only use parts of the original brand or parts of equivalent quality when carrying out repair- and maintenance work.

Preparatory work and working conditions

- 11.9. If the repair- or maintenance work is to be carried out at the premises of the Customer, the Customer shall ensure that:

- a) in case Manta has provided a service request form setting out preconditions for carrying out the work, that such preconditions are satisfied;
- b) Manta's personnel are able to start work in accordance with the agreed time schedule and to work during normal working hours. Provided that the Customer has been given notice in writing in reasonable time, work may be performed outside normal working hours to the extent deemed necessary by Manta;
- c) he has in good time before the agreed date for starting the repair work informed Manta in writing of all relevant safety regulations in force at its premises. Work shall not be carried out in unhealthy or dangerous surroundings. All the necessary safety and precautionary measures shall have been taken before the repair work is carried out and shall be maintained. Manta shall inform the Customer of any special hazards that the repair- or maintenance work may entail;
- d) Manta's personnel are able to obtain suitable and convenient board and lodging in the neighborhood of the Customer's premises and have access to internationally acceptable hygiene facilities and medical services;
- e) he has made available to Manta free of charge at the proper time at its premises all necessary cranes, lifting equipment and equipment for transport at the premises, auxiliary tools, machinery, materials and supplies (including fuel, oils, grease and other materials, gas, water, electricity, steam, compressed air, heating, lighting, etc.), as well as the measuring and testing instruments of the Customer. Manta shall specify in writing its requirements concerning such cranes, lifting equipment, equipment for transport on the Customer's premises and measuring and testing instruments in good time before the agreed date for starting the repair-or maintenance work;
- f) he has made available to Manta free of charge sufficient offices at its premises, equipped with telephone and access to the Internet;
- g) he has made available to Manta free of charge necessary storage facilities, providing protection against theft and deterioration of the tools and

equipment required for the repair- or maintenance work and the personal effects of Manta's personnel;

- h) the access routes to the place where the repair work is to be carried out are suitable for the required transport of Manta's equipment.

11.10. If Manta so requires, the Customer shall give all necessary assistance for the import and re-export of Manta's equipment and tools, including assistance with customs formalities. The assistance as such shall be provided free of charge.

11.11. The Customer shall give all necessary assistance to ensure that Manta's personnel obtain, in good time, visas and any official entry, exit or work permits and, if necessary, tax certificates in the Customer's country, as well as access to the premises. The assistance as such shall be provided free of charge.

#### Measures after the work

11.12. When Manta has completed work Manta shall notify the Customer thereof in writing. In case of repair work, Manta shall also assist the Customer in carrying out such tests as have been agreed upon or as are reasonably required in order to ascertain that the repair work has been successfully completed.

#### Transport of equipment and risk for loss or damage

11.13. The risk of loss or damage to Equipment while outside the Customer's premises for the purpose of repair or maintenance shall be borne by the Customer unless such loss or damage is due to negligence of Manta.

11.14. If not otherwise agreed, Manta shall arrange for the transport of the Equipment from and to the Customer's premises. Manta shall give appropriate notice in writing to the Customer about the time and means of transport of the Equipment concerned from and to the Customer's premises.

11.15. The Customer shall be obliged to accept delivery of the repaired or maintained Equipment. Where the Customer is in breach of this obligation, the Contractor shall arrange for suitable storage at the Customer's risk and expense. The Customer shall furthermore reimburse Manta for any additional costs incurred due to the delay.

#### Customer's delay

11.16. The Customer shall immediately notify Manta if he cannot let Manta carry out the repair-or maintenance work at the agreed time or where Manta is prevented from doing so due to the Customer's failure to fulfil its obligations in section 11.9. Any agreed time for completion of the repair-or maintenance work shall then be extended as necessary having regard to all relevant circumstances. Regardless

of the cause for such delay the Customer shall reimburse Manta for any additional costs that the latter incurs due to the delay.

Manta's delay

- 11.17. If Manta, due to a lack of proper skill and care or otherwise due to negligence, fails to start or complete the repair-or maintenance work at the agreed time, and the delay exceeds four weeks, the Customer may by notice in writing determine a final reasonable period for starting or completing the repair- or maintenance work, which period shall not be less than two weeks.
- 11.18. If Manta fails to start or complete repair-or maintenance work within such final period, the Customer may himself undertake or employ a third party to undertake necessary remedial work.
- 11.19. Where successful remedial work has been undertaken by the Customer or a third party pursuant to the previous paragraph, the Customer shall be entitled to compensation by Manta of the reasonable costs of such successful remedial work.
- 11.20. Where remedial work as stipulated under the previous paragraphs is not successful, the Customer may terminate the Agreement by notice in writing. The Customer shall then be entitled to compensation of the reasonable costs of the remedial work which was unsuccessfully undertaken by the Customer himself or by a third party employed by the Customer, which shall however never exceed 15 per cent of the agreed price of the work. In addition hereto the Customer shall receive reimbursement of any remuneration which was already paid by the Customer to Manta.
- 11.21. Compensation of costs of remedial work and reimbursement of the remuneration, as stated in the previous paragraphs, shall be the sole remedies available to the Customer in case of a failure of Manta to start or complete work at the agreed time, as referred to in 11.17.

## **12. REMUNERATION**

- 12.1. Manta's remuneration can be stated either as a fixed remuneration or an estimated remuneration.
- 12.2. Unless otherwise stated in the order quotation, Services carried out by Manta shall be paid by the Customer on a time and cost basis.
- 12.3. Manta Marine shall be entitled to adjust the remuneration and costs for Services (whether estimated or fixed) if the Customer has confirmed additional Services in writing (such as but not limited to additional working time, spare parts or other material, transportation costs). The parties agree that any representatives

appointed by the Customer in accordance with these General Conditions shall be entitled to make such confirmation on behalf of the Customer.

- 12.4. In addition to section 12.3, Manta may, to a reasonable extent, adjust an estimated remuneration/ quotation for verified additional costs and/ or Services provided by Manta.

## **13. PAYMENT TERMS**

- 13.1. Payment shall be made within 30 days after the date of invoice.

- 13.2. Unless otherwise agreed, Manta shall have the right to invoice the order as follows:

a) In case of delivery of Products:

- (i) 50 per cent upon date of Manta's order confirmation;
- (ii) 25 per cent upon date of Manta's notification that the Product is ready for delivery or the essential part thereof;
- (iii) 25 per cent upon delivery date or, in case Manta shall provide installation of the Product, date for taking-over.

b) In case of repair work:

- (i) 50 per cent upon date of Manta's order confirmation;
- (ii) 25 per cent upon date of Manta's commencement of the repair work;
- (iii) 25 per cent upon date of completion of the repair work.

- c) In case of maintenance work: 100 per cent upon date of Manta's order confirmation.

- 13.3. Payment shall not be deemed to have been affected before Manta's account has been irrevocably credited for the amount due.

## **14. LATE PAYMENT**

- 14.1. If the Customer fails to pay by the stipulated date, Manta shall be entitled to:



- a) charge interest from the due date corresponding to 12% penalty interest per year on the amount overdue until the amount is paid in full;
- b) charge any and all recovery cost incurred due to the late payment;
- c) suspend the performance of the agreement or any other agreement between the parties and require the Customer to provide satisfactory security for the payment obligation;
- d) retain any equipment of the customer in the position of Manta Marine.

14.2. If the Customer has not paid the amount due within two months Manta shall be entitled to terminate the Agreement by notice in writing to the Customer and, in addition to the interest and compensation for interest and recovery costs set out above, claim compensation for the loss and costs he incurs (including but not limited to loss due to resale, additional storage and transportation costs).

14.3. The customer is not entitled to use any disputed claims as payment by set off.

## **15. LIABILITY FOR DEFECTS**

### Liability for products

- 15.1. Manta's liability for Products shall be limited to defect resulting from faulty design, materials or workmanship.
- 15.2. Manta shall not be liable for defects arising out of materials provided or a design stipulated or specified by the Customer.
- 15.3. Manta shall only be liable for defects which appear under the conditions of operation provided for in the Agreement and under proper use of the Product.
- 15.4. Manta shall not be liable for defects caused by circumstances, which arise after the risk has passed to the Customer, e.g. defects due to faulty maintenance, incorrect installation or faulty repair by the Customer or to alterations carried out without Manta's consent In Writing. Manta shall neither be liable for normal wear and tear nor for deterioration.
- 15.5. If the use of the Product exceeds that which is agreed, this period shall be reduced proportionately.
- 15.6. When a defect in a part of the Product has been remedied, Manta shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product for a period of 12 months. For the remaining parts of the Product the period mentioned in 16.1 shall be extended

only by a period equal to the period during which and to the extent that the Product could not be used as a result of the defect.

- 15.7. Manta shall not be liable for any damage to property caused by the Product after it has been delivered. Nor shall Manta be liable for any damage to products manufactured by the Customer or to products of which the Customer's products form a part.
- 15.8. Notwithstanding the above, Manta shall not be liable for defects in any part of the Product for more than one year from the end of the liability period referred to in section 16.1.

Liability for repair- and maintenance work

- 15.9. Manta's liability for defects in Services shall be limited to the work performed by Manta and the liability shall not cover defects or damage due to circumstances which are not attributable to Manta, such as incorrect use of the Equipment, incorrect daily care by the Customer, faulty maintenance by the Customer or otherwise incorrect measures. Nor shall Manta be liable for normal wear and tear.
- 15.10. Manta shall have no liability for defective work, defective parts provided under the Agreement or otherwise unless due to for Manta's negligence.

Liability for supervision of installation

- 15.11. Manta shall be liable for any damage to the Product and to the property of the Customer caused by the Manta's negligence during the supervision and for any defects in the installation work resulting from Manta's failure to adequately perform its obligations under section 10.3. The liability of Manta shall in this respect however be limited to the agreed price for the supervision work.
- 15.12. Manta shall in case of any extra installation work resulting from Manta's negligence or failure be obliged to perform any related supervision work at no charge.

## **16. GENERAL LIABILITY LIMITATIONS**

Time

- 16.1. Manta's liability shall be limited to defects which appear within a period of 12 months from delivery or where applicable taking over (in case of Products) and completion (in case of Services).

Consequential losses

- 16.2. Manta shall have no liability towards the Customer for any loss of production, loss of profit, loss of use, loss of agreements or for any other consequential or indirect loss whatsoever.

Maximum liability

- 16.3. Manta's maximum liability towards the Customer subject to the Agreement shall never exceed 75 000 euro or the price stated in Manta's order confirmation multiplied by 4, whichever is less. This shall not apply in case of gross negligence.

## **17. THIRD PARTY CLAIMS**

- 17.1. If Manta incurs liability towards any third party for damage to property arising in connection with performance of the Agreement, the Customer shall indemnify, defend and hold Manta harmless. If a claim for damage as described in this section is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof in writing.
- 17.2. Manta and the Customer shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Product. The liability between Manta and the Customer shall however be settled in accordance with section 0.

## **18. NOTICE OF DEFECTS**

- 18.1. The Customer shall without undue delay notify Manta in writing of any defect which appears. The notice shall contain a clear description of the defect.
- 18.2. A notice shall under no circumstances be given later than:
- a) *In case of Products* – 12 months from delivery or the extended liability period(s) under 15.6, where applicable.
  - b) *In case of Services* – 12 months from completion.
- 18.3. If the Customer fails to notify the within the time limits set forth above, the Customer shall lose its right to have the defect remedied.
- 18.4. Upon notification from the Customer, Manta shall investigate and in its own but reasonable discretion determine whether a defect has occurred or not. The Customer shall for this reason provide any documentation required by Manta and allow for physical inspection. Manta shall as soon as possible notify the Customer regarding the outcome of the investigation.

- 18.5. Where the defect is such that it may cause damage, the Customer shall immediately inform Manta in writing. The Customer shall bear the risk of damage to the Product resulting from its failure so to notify. The Customer shall take all reasonable measures to minimise damage and shall in that respect comply with instructions of Manta.
- 18.6. If the Customer has given notice and no defect is found for which Manta is liable, Manta shall be entitled to compensation for the costs incurred as a result of the notice.

## **19. REMEDY OF DEFECTS**

- 19.1. Where the occurrence of a defect has been confirmed by Manta, Manta shall at its own cost remedy the defect.
- 19.2. Manta shall make efforts to start the remedial work without undue delay. The date and time for remedial work shall be set by Manta who shall make effort trying not to interfere unnecessarily with the Customer's activities.
- 19.3. Repair shall be carried out at the place where the Product or Equipment is located unless Manta deems it more appropriate that the Product is sent to Manta or a destination specified by Manta.
- 19.4. If the defect can be remedied by replacement or repair of a defective part and if dismantling and re-installation of the part do not require special knowledge, Manta may demand that the defective part is sent to him or a destination specified by him. In such case Manta shall have fulfilled its obligations in respect of the defect when he delivers a duly repaired part or a part in replacement to the Customer.
- 19.5. The Customer shall at its own expense provide access to the Product or Equipment and arrange for any intervention in equipment other than the Product, to the extent that this is necessary to remedy the defect.
- 19.6. Necessary transport of the Product or Equipment or parts thereof to and from Manta in connection with the remedying of defects for which Manta is liable shall be at the risk and expense of Manta. The Customer shall follow Manta's instructions regarding such transport.
- 19.7. Unless otherwise agreed, the Customer shall bear any additional costs which Manta incurs for remedying the defect caused by the Product or Equipment being located in a place other than the destination stated at the formation of the Agreement for Manta's delivery to the Customer or – if no destination has been stated – the place of delivery.
- 19.8. Defective parts which have been replaced shall be made available to Manta and shall be the property of Manta.

### Failure to remedy defects

- 19.9. If Manta does not fulfil the obligation under section 19.1 during a period which materially exceed the time which can be considered as reasonable to remedy the defect, the Customer may by notice in writing determine a final reasonable period for completion of Manta's obligations, which shall not be less than four weeks.
- 19.10. If Manta fails to fulfil its obligations within such final period, the Customer may himself undertake or employ a third party to undertake necessary repair work at the risk and expense of Manta. Where successful repair work has been undertaken by the Customer or a third party, reimbursement by Manta of reasonable costs incurred by the Customer shall be in full settlement of Manta's liabilities for the said defect.
- 19.11. Where the defect has not been successfully remedied, as stipulated under section 19.10 the Customer shall be entitled to:
- c) *In case of Products:* i) a reduction of the purchase price in proportion to the reduced value of the Product, provided that under no circumstances shall such reduction exceed 15 per cent of the purchase price, or; ii) where the defect is so substantial as to significantly deprive the Customer of the benefit of the Agreement as regards the Product or a substantial part of it, the Customer may terminate the Agreement by notice in writing to Manta in respect of such part of the Product as cannot in consequence of the defect be used as intended by the parties. The Customer shall then be entitled to compensation for its loss, costs and damages up to a maximum of 15 per cent of that part of the purchase price which is attributable to the part of the Product in respect of which the Agreement is terminated.
  - d) *In case of repair work and maintenance work:* terminate the Agreement by notice in writing to Manta. The Customer shall then be entitled to compensation of the reasonable costs of the remedial work which was unsuccessfully undertaken by the Customer himself or by a third party employed by the Customer, however maximum 15 per cent of the price, and in addition to reimbursement of any remuneration which was already paid by the Customer to Manta.

## **20. INSURANCE**

- 20.1. The Customer undertakes and warrants that it will take out and hold a satisfactory insurance protection for its obligations according to the Agreement. Upon request the Customer shall provide a copy of the insurance policy to Manta.

## 21. SUBCONTRACTORS

- 21.1. Manta is entitled to engage subcontractors for the fulfillment of Manta's obligations under the Agreement.

## 22. RETENTION OF TITLE

- 22.1. Until the order has been paid in full Manta retains full legal title to all products delivered to the Customer. Such products shall be duly marked by the customer and stored separately from other property.
- 22.2. The customer is not permitted, without prior written consent of Manta, to dispose of the products in any way including but not limited to measures as resale, adaption and/or insertion into other property. The Customer shall furthermore at the request of Manta take any measures necessary to protect Manta's title to the products.
- 22.3. The retention of title shall not affect the passing of risk.

## 23. INTELLECTUAL PROPERTY

- 23.1. Each party retains the ownership of all intellectual rights such as but not limited to patents, software, trademarks, copyrights, know-how, drawings, technical documents and domains which belong to the party upon entering the Agreement.

### Software etc

- 23.2. Where software for which Manta hold intellectual property rights ("Software") is included in the Products, the Customer acquires the non-exclusive right to use the Software only in the use of the Product. The Customer may transfer this right of use to subsequent owners or leaseholders of the Product. Manta retains the intellectual property rights to the Software even when such software has been produced specially for the Customer.
- 23.3. The Customer shall be entitled, at its own responsibility, to make changes to the Software to the extent that they are consistent with the general purpose for which the Product is intended and with the requirements of the applicable safety regulations.
- 23.4. Manta shall not be obliged to provide the source code for the Software. Unless otherwise agreed in writing, Manta shall not be obliged to provide the Customer with updated versions of the Software.

## **24. ANTICIPATED NON PERFORMANCE**

- 24.1. Manta Marine shall be entitled to suspend the performance of obligations under the Agreement, where there is reason to believe that the Customer is not going to perform its obligations or parts thereof.

## **25. FORCE MAJEURE**

- 25.1. Either party shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded or made unreasonably onerous by Force Majeure, meaning any of the following circumstances: industrial disputes and any other circumstance beyond the reasonable control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and export restrictions, epidemics, natural disasters, extreme natural events, terrorist acts and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this section.
- 25.2. A circumstance referred to in this section whether occurring prior to or after the formation of the Agreement shall give a right to suspension only if its effect on the performance of the Agreement could not be foreseen at the time of the formation of the Agreement.
- 25.3. The party claiming to be affected by Force Majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance. If a party fails to give such notice, the other party shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice.
- 25.4. If Force Majeure prevents the Customer from fulfilling its obligations, it shall compensate Manta for expenses incurred in securing and protecting Products.
- 25.5. Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the Agreement by notice In Writing to the other party if performance of the Agreement is suspended due to Force Majeure for more than six months.

## **26. ASSIGNMENT**

- 26.1. Manta may assign the Agreement or any right or obligation under it to any legal entity part of Manta's group. The Customer may assign the Agreement or any right or obligation under it subject to Manta's written consent.



## 27. CONFIDENTIALITY

- 27.1. The parties shall, during the term of the Agreement and thereafter: without limitation in time, not direct or indirect disclose Confidential Information to any third party. "Confidential Information" means the existence of: or content of the Agreement: and all technical or financial information, trade secrets, sensitive information and other information regarding each party as the other party receives (orally, in writing or in other form) as a result of the conclusion or fulfilment of the obligations under the Agreement or as otherwise is attributable to party.
- 27.2. Confidential Information is, however, not including information which:
- a) is disclosed pursuant to a judicial action or government regulations;
  - b) is disclosed pursuant to applicable laws or binding rules;
  - c) was lawfully in a party's possession prior to disclosure according to 27.1, as evidenced by such party;
  - d) is disclosed with the other party's written approval;
  - e) at the time of disclosure is already public knowledge or becomes public knowledge otherwise than through an unauthorised disclosure by a party in breach of the Agreement.

## 28. NOTIFICATIONS

- 28.1. Messages, claims etc. in connection with the Agreement shall be sent by courier, registered letter or e-mail to the address stated in the quotation, or to the address that Party subsequently notifies in writing. A message is considered to have reached the recipient:
- a) upon delivery, if the message is delivered by courier;
  - b) three (3) days after delivered for postal, if the message is sent with registered letter; and
  - c) upon delivery, if the message is sent by e-mail and acknowledged by the recipient.

## 29. AMENDMENTS

- 29.1. Amendments or modifications to the Agreement must be made in writing and signed by both parties to be binding.

## 30. GOVERNING LAW AND DISPUTES

- 30.1. The substantive laws of Sweden shall govern the Agreement.
- 30.2. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "**SCC**"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply.
- 30.3. The arbitration proceedings shall be conducted in the Swedish language and take place in Gothenburg, Sweden.
- 30.4. The arbitration proceedings and arbitrator's award shall be maintained by the Parties and their representatives as strictly confidential.