

EQUIPMENT AND INSTALLATION TERMS

Unless otherwise defined or context otherwise requires, capitalised terms used in the Agreement shall have the following meaning:

Customer Equipment means any hardware, sensors, electrical instalments etc. other than the Equipment that is needed for Customer's implementation, receipt and use of the Services and Solutions.

Equipment means any equipment, hardware, product or item including any third-party software or firmware that is embedded or integrated except the Software delivered by the Supplier pursuant to the Order.

Installation Services mean the actions taken by Supplier (or its sub-supplier) to install and configure the Equipment and the Software (if applicable).

Installation Description means the description of the Customer specific installation either for all designated vessels or for the individual vessels.

Incoterms means Incoterms® 2020.

Software means the on-premises software developed by Supplier that is integrated or installed on the Equipment (if applicable).

1 INTRODUCTION

1.1 As part of Supplier's provision of certain Solutions or Services, Supplier will sell Equipment to Customer and will (if agreed upon) assist with the installation on the vessels set out in the Order and in accordance with the terms of the Agreement.

1.2 The following terms ("**Equipment and Installation Terms**") shall apply to Customer's purchase of the Equipment and Supplier's assistance with the installation.

1.3 These Equipment and Installation Terms shall take precedence over the T&Cs in the event of conflict or inconsistency.

1.4 Any capitalised terms shall have the same meaning as set out in the T&Cs.

2 PRODUCT REQUIREMENTS

2.1 It is the responsibility of Customer that the environment and vessel(s), where the Equipment is installed, is fit for purpose, and that Customer adequately prepares the vessel(s) and Customer Equipment for the Installation Services and operation of the Equipment. Further, Customer shall meet any relevant requirements set out in the Order and the Installation Description.

2.2 Should Customer modify or otherwise alter the Equipment or installation hereof, Supplier will be relieved from any obligations pertaining to the Equipment, the Installation Services and the provision of the Solutions and Services depending on the Equipment towards Customer.

3 INSTALLATION SERVICES

3.1 Supplier (or its sub-supplier) will provide the Installation Services to Customer in accordance with the Installation Description, unless otherwise agreed. If Customer has not purchased/ordered the Installation Services from Supplier, Customer shall be responsible for installation of the Equipment.

3.2 Supplier will provide the Installation Services in accordance with Good Industry Practice.

3.3 The scope of the Installation Services exclusively concerns the Equipment and the Software (if applicable) and does not extend to hot-works, carpentry, fitting, conduit drilling at bulkheads for cable lying etc.

3.4 Prior to the installation of the Equipment and the Software on a vessel, a pre-installation analysis will be conducted. The Parties will hereafter agree on the specific installation process including the Installation Services to be provided by Supplier, the required Customer assistance and the estimated installation start date in a separate Installation Description.

3.5 Customer must ensure that the designated vessel(s) for installation are docked at the installation-ready port on the

installation start date agreed between the Parties and that the vessels stay at the installation-ready port for a period of time that enables Supplier/its sub-supplier to complete the installation.

3.6 The installation of the Equipment and Software will be considered completed upon Supplier's/its sub-supplier's completion of the Installation Services in accordance with the Installation Description in the determination and inspection of the Supplier. Any additional tests or inspections or the supply of test certificates and/or detailed test results shall be subject to Supplier's prior written agreement and Seller reserves the right to charge for this.

4 EQUIPMENT INTELLECTUAL PROPERTY RIGHTS

4.1 Supplier or its licensors shall retain all Intellectual Property Rights in and to the Equipment (including any software and/or firmware embedded or integrated herein), related derivative works thereof, and anything developed or made available by or on behalf of Supplier under this Agreement in accordance with the T&Cs.

4.2 The Equipment sold hereunder may contain or be accompanied by third-party software or firmware that is embedded or integrated and, except as otherwise expressly provided in this Agreement nothing herein shall be construed as the sale of, or passage of title in, any Intellectual Property Rights embedded in the Equipment to Customer.

4.3 No provision in this Agreement shall be construed to grant to Customer, either expressly, by implication or by way of estoppel, any license under any patents or other Intellectual Property Rights of Supplier or its licensors covering or relating to any other product or invention or any combination of the Equipment with any other supply, service, Solution, Software, hardware, equipment, product, good or material.

5 CUSTOMER'S RIGHTS TO USE THE EQUIPMENT AND SOFTWARE

5.1 For the duration of the Agreement, and if applicable, Supplier hereby grants to Customer a revocable, non-exclusive, worldwide (subject to clause 5.4(ii)) license to use the Software (in object form only) installed on Equipment for Customer's and its Affiliates internal business purposes as intended to be used in the Equipment and in accordance with the Agreement and Supplier's manuals and instructions.

5.2 To the extent the Equipment contains embedded software or firmware, and such embedded software or firmware is owned and supplied by Supplier, Supplier hereby grants to Customer a non-exclusive, worldwide (subject to clause 5.4(ii)) license to use the embedded software or firmware (in object form only) solely as included and intended to be used in the Equipment and for use only in the manner which Supplier intends the Equipment to be used, for the duration of the useful life of such Equipment and subject to the terms and conditions of this Agreement and Supplier's manuals and instructions.

5.3 To the extent the Equipment contains embedded software or firmware that is owned by Supplier's licensor (and not owned by Supplier), Supplier will to the extent possible and permissible pass-through any rights granted to such embedded software by its licensor onto Customer. However, Customer is ultimately responsible for obtaining adequate licensing to such embedded software, provided that Supplier has informed Customer of the existence of such embedded software in the Installation Description or otherwise.

5.4 With respect to the Equipment (including software and/or firmware embedded) and the Software, Customer shall not and shall not authorise or permit any Person to:

- (i) use the Equipment or the Software in violation of any applicable law, this Agreement or Supplier's manuals or instructions;
- (ii) use the Equipment or the Software in a particular country or region or allow a particular Person, that is restricted or

- otherwise becomes subject to any Sanctions or applicable laws restricting the use of the Equipment;
- (iii) use the Equipment or the Software to commit any other illegal act;
 - (iv) in general perform any copying or copy any of the Equipment's or the Software's technical specifications or documentation or disclose such to any third party;
 - (v) remove or modify any copyright notices or other legends from the Equipment, the Software or any accompanying documentation, any program or service markings or any notice of Supplier or its licensors' proprietary rights to use Supplier's or such licensors' logos or trademarks;
 - (vi) access or use the Equipment or Software to build or support or assist a third party in building or supporting, directly or indirectly, any hardware, equipment, products, goods or materials competitive to Supplier;
 - (vii) alter, modify, translate, or adapt any part or component of the Equipment or the Software or create any derivative works based thereon, disassemble, decompose, reverse engineer, or analyse the physical construction of, any part or component of the Equipment or the Software for any purpose, save as permitted by applicable law and with the Supplier's prior written approval;
 - (viii) license, sell, transfer, assign, distribute, outsource, permit timesharing, commercially exploit or make available any part or component of the Equipment or Software to any third party; or
 - (ix) otherwise infringe on Supplier's or its licensors' ownership of, and Intellectual Property Rights in and to, the Equipment or Software, related derivative works thereof, and anything developed or made available by or on behalf of Supplier and its licensors under this Agreement.

5.5 If requested by Supplier, Customer will cooperate in any legal action to prevent or stop the use of the Equipment and Software in violation of the terms of this Agreement.

6 CUSTOMER'S OBLIGATIONS

6.1 Customer shall at no charge, assist Supplier as can reasonably be expected or requested by Supplier in relation to the provision of the Installation Services and to ensure the continuous functioning of the Equipment and the Software including providing suitable labour, equipment, tools heating, lighting, electrical connections, storage facilities, phone, internet and other communications required. The Customer's supplies and assistance provided by Customer shall be in full working order and in compliance with relevant health and safety regulations. If necessary, Customer shall, at no charge to Supplier, secure all relevant work permits and approvals as may be required for the installation.

6.2 Without limiting the generality of the foregoing, the obligation in Clause 6.1 includes granting access to the premises of the vessel(s) of Customer, making relevant documentation/information available to Supplier, and ensuring co-operation with relevant third parties for which Customer is responsible. Further, Customer shall procure all necessary rights, permits, security clearance, consents, including from third-parties, in order for Supplier/its sub-supplier to carry out the Installation Services and other services related to the Equipment and the Software.

6.3 Customer shall maintain safe working conditions on board of the vessel or any other work site, including, without limitation, making sure that the Customer Equipment and assistance provided by Customer is in compliance with relevant health and safety regulations and to the extent hazardous substances may be present, Customer shall implement appropriate procedures regarding any hazardous substances and Customer shall ensure

that the work site and any equipment provided or otherwise made available by Customer are free of hazardous substances and shall be responsible for the management, handling, clean-up, removal and/or disposal of hazardous substances, as relevant.

6.4 With respect to the Equipment and the installation, Customer shall comply with all applicable laws in any country or jurisdiction where Customer is organized, conducts business or where the Equipment is used.

6.5 Supplier assumes no responsibility for Customer's obligations and shall not be liable for any failure to provide the Equipment, the Software, the Installation Services or any Solutions and Services depending on the Equipment and Software, which results from Customer's failure to comply with its obligations. Further, Supplier is not responsible for any failure of the Equipment, the Software or the Solutions, resulting from Customer Equipment being defective or non-conforming with the Agreement. Customer shall remedy all such defects and non-conformity at its costs and expense, as soon as reasonably possible.

7 RIGHTS AND REMEDIES

7.1 Supplier is not the manufacturer of any of the Equipment and sources the Equipment from a third-party supplier, therefore, Customer accepts that Supplier does not provide any warranty or right of complaint and to the maximum extent permitted by applicable law, disclaims all liability including for any defects, in respect of the Equipment. However, Supplier will, to the extent possible and permissible, pass on to Customer any warranties and rights relating to the Equipment, which are granted to Supplier by the supplier of the Equipment. If more customers are affected, any compensation shall be proportionally distributed between the affected customers.

7.2 To the maximum extent permitted under applicable law, Supplier disclaims any product liability. As such, Supplier shall only be liable for bodily injury and death if it is proven that the damage was caused by failure or negligence committed by Supplier or others for whom Supplier is liable, and Supplier shall only be liable for damages to property or movables if it is proven that the damage was caused by gross negligence committed by Supplier or others for whom Supplier is liable. Further, any liability in such respect shall be subject to the monetary limitation of liability set out in these Equipment and Installation Terms, to the extent permitted by applicable law.

8 SUPPORT AND MAINTENANCE

8.1 Supplier does not as part of this Agreement provide any support and maintenance on the Equipment or the Software.

9 DELIVERY OF EQUIPMENT

9.1 The delivery of Equipment shall be conducted in accordance with Ex Works (EXW) Incoterms. The specific place will be informed by Supplier to Customer in due course prior to delivery.

9.2 Supplier will deliver the Equipment in standard packaging. Customer shall advise Supplier and be responsible for costs of any special requirements for packaging or storage.

9.3 The passing of risk to the Equipment, including risk of loss or damage to the Equipment, shall pass to Customer upon delivery of the Equipment in accordance with Clause 9.1.

9.4 In the event of accidental destruction (in Danish: *haendelig undergang*) of the Equipment not attributable to the actions or omissions of Supplier prior to the passing of risk to Customer, Supplier shall be relieved of its obligations to deliver the Equipment. The parts of the Order related to or dependent on the Equipment shall then be considered terminated without any liability to either Party.

10 RETENTION OF TITLE

10.1 Notwithstanding delivery and passing of risk, only limited by mandatory statutory provisions, Supplier reserves the right of ownership in the Equipment sold until the full payment for the Equipment and Installation Services including any costs,

expenses, and interest incurred has been paid to Supplier. The retention of title shall not affect the passing of risk in accordance with Clause 9.3.

10.2 The transfer of title to Equipment to Customer does not apply to any Intellectual Property Rights and/or embedded software, firmware, or Software.

11 DELAYS

11.1 Any date or period for delivery or installation of the Equipment shall be deemed to be an estimate only. Supplier shall notify Customer within due course of any envisaged changes to the delivery and installation date which shall not constitute a delay or give Customer any rights in such regard. If delivery is delayed due to any act or omission of Customer, or if Customer has failed to provide adequate shipping instructions, Supplier (or its sub-supplier) shall be entitled to place such Equipment into a suitable storage at Customer's expense. Upon placing the Equipment into such storage, delivery shall be deemed to be complete, risk in the Equipment shall pass to Customer.

11.2 In the event of material shortage of supply or other kinds of hardship regarding the Equipment either at Supplier or Supplier's suppliers or sub-contractors, delivery can be postponed without constituting a delay and without Supplier incurring any liability in this regard.

12 DEFECTS

12.1 In connection with the delivery of the Equipment and the Software (if applicable), Customer shall immediately and within three (3) calendar days carry out a thorough and adequate inspection of the delivered Equipment and Software (if applicable) in order to identify any defects and give written notice to Supplier of any defects. If Supplier does not receive such notice as set forth above, the Equipment and Software shall be deemed to have been delivered fully in conformity with this Agreement.

12.2 Subject to Clause 12.1, the Equipment will be considered defective if it does not materially conform with the Supplier's specifications under normal use as intended under this Agreement.

12.3 Notwithstanding any applicable third party warranty period as set out in Clause 7.1, Supplier may at its own discretion repair or replace the Equipment or offer a proportionate reduction, which shall constitute Customer's sole and exclusive remedy in the event of defects. Customer shall be responsible for and bear the costs of returning the defective Equipment to Supplier (or to a third party designated by Supplier) for replacement or repairing.

12.4 Supplier will only be liable for any defects in the Software and Installation Services for 6 months following the completion of the Installation Services set out in Clause 3.6.

12.5 In case of defects in the Software or the Installation Services discovered within the period set out in Clause 12.4, Supplier may at its own discretion repair the Software or re-perform the Installation Services or offer a proportionate reduction, which shall constitute Customer's sole and exclusive remedy in the event of defects.

12.6 Supplier shall not be obliged to provide any replacement Equipment/components during the period when the defective Equipment or the Software is repaired or the Installation Services is re-performed and shall incur no liability in such remediation period including but not limited to any disruption in data flow, or costs of workaround.

12.7 The terms of this Agreement shall apply to any repaired or replacement Equipment or the Software supplied by the Supplier.

12.8 In connection with repairment of defects, Clause 12.1-12.2 shall also apply. Supplier is only liable for defective repaired Equipment for the remaining duration of the applicable warranty period in accordance with Clause 7.

12.9 Supplier will only be liable for defective repaired Software or re-performed Installation Services for the remainder of the original 6 months period.

12.10 Supplier shall not be liable or responsible for any defects to the Equipment attributable to (i) Customer's use, maintenance, service or operation of the Equipment that is not in conformity with Supplier's manuals or instructions, or which is otherwise not in accordance with Good Industry Practice or applicable law; (ii) normal wear and tear, (iii) Customer's supplies, services, software, hardware, equipment, products, goods, and materials not provided by Supplier, (iv) installation, storage, modification, repair, or alteration of the Equipment carried out by anyone other than Supplier, or (v) negligence, misuse, accident, or improper acts or omissions of Customer or any person related to the Customer, including failure to provide adequate cyber-security and protection from environmental elements that include, but are not limited to, fluctuations in the grid, temperature variation, humidity, condensation, lightning strikes, electromagnetic radiation, corrosive agents, electrostatic discharge, particulates, direct impacts, mechanical shocks and vibrations.

12.11 In the event a claimed defect turns out to be the result of a fault of Customer pursuant to Clause 12.10, Supplier shall be entitled to claim any costs of repair, transport etc.

13 CHARGES

13.1 The Charges for the Equipment are set out in the Order.

13.2 The Installation Services and other related services (as relevant) shall be charged in accordance with the Order.

13.3 If the Installation Services are charged on a time and material basis, then this shall be done in accordance with Supplier's at all time applicable hourly rates. Any work conducted outside ordinary working hours (meaning up to 8 hours per day from 8:00 - 16:00 local time at the location of installation) shall be subject to Supplier's at all time applicable overtime rates.

13.4 Customer will bear the costs for any idle time of Supplier's/its sub-supplier's personnel (regardless of whether the Charges for the Installation Services are based on time and material or a fixed fee) at Supplier's at all times applicable hourly rates, except for any idle time which are exclusively due to Supplier and within Supplier's control.

13.5 All the Charges are exclusive of any freight, handling, packing, and insurance as well as any VAT and other taxes, duties, and charges.

13.6 Any installation materials (including cables, mountings, adaptors etc.) beyond the agreed scope will be charged separately from the Installation Services.

13.7 Customer shall reimburse Supplier for any travel and accommodation costs and expenses incurred by Supplier (or its sub-supplier conducting the Installation Services), plus fifteen (15%) percent handling cost, in relation to providing the Installation Services including (i) cost of transportation from Supplier's/its sub-supplier's office to the work site, the vessel, including fares for journey by air, sea, rail and car/bus, (ii) visa fees and related expenses, (iii) carriage, freight custom duties and insurances related to the personnel travelling and any tools required, and any other expenses incurred by Supplier's/its sub-supplier's personnel in relation to the provision of the Installation Services including any cost of overweight on air freight, (iv) the cost of lodging and meals, and (v) all other out-of-pocket personal travel expenses incurred by Supplier/its sub-supplier including the cost of telecommunications (e.g., internet use and telephone calls) (regardless of whether the Charges for the Installation Services are based on time and material or a fixed fee).

13.8 Further, Customer shall reimburse Supplier for any expenses and time spent (in accordance with Supplier's at all times applicable rates set out in the Order or otherwise informed by Supplier) related to installing any parts not directly forming part of the Equipment (e.g., adaptors, cables etc.) deemed necessary by Supplier for the successful installation of the Equipment

(regardless of whether the Charges for the Installation Services are based on time and material or a fixed fee).

14 PAYMENT TERMS

14.1 The Charges for the one-off costs of the Equipment will be invoiced in advance prior to delivery.

14.2 The Charges for the Installation Services shall be invoiced, when they have been completed in accordance with Clause 3.6.

14.3 Payment must take place no later than thirty (30) days after Customer has received the invoice.

14.4 Customer hereby grants to Supplier a continuing security interest, and where applicable a maritime lien for necessities, in and to the Equipment and any part, material, equipment, supplies, consumables, or replacement and any other items furnished, provided, or supplied by Supplier, together with the vessel and all parts into which the Equipment is attached at any time, and in all other equipment, parts, and components upon which Installation Services has been performed and in all products and proceeds derived from the sale or lease thereof as security for the payment in full of the Equipment, any part, material, equipment, supplies, consumables, or replacement and any other items furnished, provided, or supplied by Supplier.

15 CONSEQUENCES OF TERMINATION

15.1 Upon the termination/expiration of the Solutions or Services related to the Equipment, Supplier will disable any access from the Equipment to the Solutions, and Customer agrees to uninstall the Software with effect from the effective date of the termination.

16 AUDIT

16.1 For the purposes of verifying Customer's use, installation, or deployment of the Equipment, Supplier's audit rights set out in the Agreement shall be extended to Supplier's right to access the relevant vessel(s) in order to inspect the Equipment.

17 LIMITATION OF LIABILITY

17.1 The aggregate liability of a Party under the Agreement shall in relation to the Equipment, the Software and the Installation Services in no event exceed the total Charges paid by Customer for the Installation Services under this Agreement and shall otherwise be regulated by the T&C. The above limitation of liability shall not apply to Charges payable by Customer.

18 DISCLAIMER

18.1 In addition to the disclaimers set out in the Agreement, Customer acknowledges that, Supplier shall not be liable for any and all claims, losses, liabilities, damages, fines, penalties, and costs and expenses of any kind, whether direct or indirect, arising out of or relating to:

- (i) incompatibility or inability of the Equipment or the Software to operate or to communicate or control or to be controlled by any other system, software, hardware, equipment or part not provided by Supplier;
- (ii) negligence, misuse, abuse, neglect, accident, misapplication and any other improper acts of Customer or any installation, modification, repair or alteration of the Equipment carried out by anyone other than Supplier; or
- (iii) any acts or omissions or work carried out, or assistance provided by Supplier in connection with the Installation Services on Customer's request or instruction.

18.2 Further, Supplier shall not be liable for the Equipment and Software or the Installation Services failure to comply with the warranty set out in Clause 7 or Clause 12.4 or any other claims relating to defects where:

- (i) Customer makes any further use of the Equipment and Software or the Installation Services after giving notice of a defect;

- (ii) the defect arises because Customer failed to follow Supplier's oral or written instructions for the storage, commissioning, installation, use or maintenance and working conditions of the Equipment or Software or (if there are none) Good Industry Practice regarding the same; or
- (iii) the Equipment or Software differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

19 GOVERNING LAW

19.1 Customer's purchase of the Equipment and the Installation Services shall be governed by the law applicable to the Agreement, however, excluding the (i) United Nations Convention on Contracts for the International Sale of Goods (CISG), and (ii) any national sales of goods act under applicable law, including (as applicable) the Danish Sales of Goods Act (in Danish: *Købeloven*) and the UK Sale of Goods Act 1979.