

## 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 other hardware, sensors, electrical instalments etc. 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 embedded software except the Software delivered by the Supplier pursuant to the Order.

**Installation Services** mean the actions taken by Supplier to install and configure the Equipment and the Software.

**Installation Description** means the description of the Customer specific Installation either for all designated vessels or for the individual vessels as decided by Supplier.

**Incoterms** means Incoterms® 2020.

**Software** means the on-premises software developed by Supplier that is integrated or installed on the Equipment.

## 1 INTRODUCTION

1.1 As part of Supplier's provision of certain Solutions or Services, Supplier will sell Equipment to Customer and 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, but apart here from the provisions under the T&Cs shall apply mutatis mutandis including but not limited to Clause 4, 6, 7, 8, 10, 11, 12, 14, 15, 16, 20, 21, 22, 23, 24, 25, 26, 27 and 28.

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 and running 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 will provide the Installation Services to Customer in accordance with the Installation Description, unless otherwise agreed.

3.2 Supplier will provide the Installation Services in accordance with Good Industry Practice and during ordinary working hours meaning up to 8 hours per day from 8:00 - 16:00 CET.

3.3 The scope of the Installation Services exclusively concerns the Equipment and the Software and does not extend to hot-works, carpentry, 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.

3.6 The installation of the Equipment and Software will be considered completed upon Supplier's completion of the Installation Services in accordance with the Installation Description.

## 4 CUSTOMER'S RIGHTS TO USE THE EQUIPMENT, SOFTWARE AND EMBEDDED SOFTWARE

4.1 Supplier hereby grants to Customer a time-limited, revocable, non-exclusive, worldwide 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.

4.2 To the extent the Equipment contains embedded software, Customer is 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.

4.3 With respect to the Equipment 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 or this Agreement;
- (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; or
- (iv) copy any of the Equipment's or the Software's technical specifications or documentation or disclose such to any third party;
- (v) 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; or
- (vi) license, sell, transfer, assign, distribute, outsource, permit timesharing, commercially exploit or make available any part or component of the Equipment or the Software to any third party.

## 5 CUSTOMER'S OBLIGATIONS

5.1 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, heating, lighting, electrical connections, storage facilities, phone, internet and other communications required.

5.2 Without limiting the generality of the foregoing, the obligation in Clause 5.1 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 to carry out the Installation Services and other services related to the Equipment and the Software.

5.3 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 implementing 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.

5.4 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. Customer shall remedy all such defects and non-conformity at its costs and expense, as soon as reasonably possible.

## **6 RIGHTS AND REMEDIES**

6.1 Supplier is not the manufacturer of any of the Equipment, therefore, Customer accepts that Supplier does not provide any warranty or right of complaint and disclaims all liability including for any defects, in respect of the Equipment. However, Supplier will, to the extent possible, 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.

6.2 To the maximum extent permitted under applicable law, Supplier disclaims any product liability, and Supplier shall only be liable for damages to other products or personal injury caused by any of the Equipment if it is proven that the injury/damage is a consequence of gross negligence on the part of Supplier. 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.

## **7 SUPPORT AND MAINTENANCE**

7.1 Supplier does not provide any support and maintenance on the Equipment or the Software.

## **8 DELIVERY OF EQUIPMENT**

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

8.2 Supplier will deliver the Equipment in standard packaging. Any specific requirements to packaging from Customer may be subject to further Charges.

8.3 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 8.1.

8.4 In the event of accidental destruction (in Danish: *hændelig 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.

## **9 RETENTION OF TITLE**

9.1 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 and interest incurred etc. has been paid to Supplier. The retention of title shall not affect the passing of risk in accordance with Clause 8.3.

## **10 DELAYS**

10.1 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. However, Customer can following two (2) months from the initial estimated installation date, require for Supplier to agree to a final installation date of the Equipment.

10.2 If the completion of the Installation Services is delayed by more than two (2) months from the date on which Customer and Supplier had agreed for final installation, Customer will be entitled to terminate the relevant part of the Order (in whole or in part) and Supplier shall refund Customer any pre-paid Charges, while Customer shall return any delivered Equipment. Customer may not exercise any other remedies in this regard.

10.3 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.

## **11 DEFECTS**

11.1 In connection with the delivery of the Equipment and the Software, Customer shall immediately carry out a thorough and adequate inspection of the delivered Equipment and Software in order to identify any defects.

11.2 Subject to Clause 11.1, the Equipment will be considered defective if it is not in such quality and nature as may reasonably be expected under normal use as intended under this Agreement.

11.3 Customer will only be liable for any defects in the Software and Installation Services for 12 months following the completion of the Installation Services set out in Clause 3.6.

11.4 In case of defects in the Equipment, the Software or the Installation Services discovered within the applicable warranty period provided by the third party in accordance with Clause 6 or within the period

set out in Clause 11.3, Supplier may at its own discretion repair the Equipment, 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.

11.5 Customer shall be responsible for and bear the costs of returning the defective Equipment to Supplier (or third party designated by Supplier) for replacement or repairing.

11.6 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, costs of work-around etc.

11.7 In connection with repairment of defects, Clause 11.1 shall also apply. Supplier is liable for defective repaired Equipment for the duration of the warranty period applicable, in accordance with Clause 6.

11.8 Supplier will only be liable for defective repaired Software or re-performed Installation Services for the remainder of the original 12 months period.

11.9 Supplier shall not be liable for any defects occurring as a result of Customer's wrongful handling of the Equipment including but not limited to not having followed the instructions given by Supplier in terms of the environment, placement etc. or caused by normal wear and tear.

11.10 In the event a claimed defect turns out to be the result of a fault of Customer pursuant to Clause 11.9, Supplier shall be entitled to claim any costs of repair, transport etc.

## **12 CHARGES**

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

12.2 The Installation Services and other related services (as relevant) shall be charged on a time and material basis in accordance with the rates as set out in the Order.

12.3 Any work conducted outside ordinary working hours as set out in Clause 3.2 shall be subject to overtime rates set out in the Order.

12.4 Customer will bear the costs for the travel and idle time of Supplier's personnel at the rates set out in the Order, except for any idle time for which Supplier is responsible.

12.5 All the Charges are exclusive of any VAT and other taxes, duties, and charges.

12.6 Customer is responsible for or shall reimburse Supplier for any travel and accommodation costs and expenses incurred by Supplier in relation to providing the Installation Services including cost of transportation, visa fees, custom duties and

insurances related to the personnel travelling and any tools required, and any other expenses incurred by Supplier's personnel in relation to the provision of the Installation Services.

12.7 Further, Customer is responsible for or shall reimburse Supplier for any expenses related to Supplier 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.

### **13 PAYMENT TERMS**

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

13.2 The Charges for the Installation Services shall be invoiced, when they have been completed in accordance with Clause 3.2.

13.3 Payment must take place no later than current month + thirty (30) days after Customer has received the invoice.

### **14 CONSEQUENCES OF TERMINATION**

14.1 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.

### **15 EXPORT CONTROL**

15.1 Both Parties shall comply with the laws, regulations and rules applicable to the delivery of the Equipment pursuant to United States ("USA") and European Union ("EU") regulations and controls involving export and re-export of Equipment, software and technology as well as in regard to any countries embargoed under USA laws and regulations or any decision, directive or regulation issued by the Commission or council of the EU.

15.2 Supplier makes no representation that the necessary export control licenses or other governmental approvals in relation to the Equipment will be issued.

### **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. 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.