



NordiTube General Purchase Terms

(Version: NGPT_v3.0_202512)

These NordiTube General Purchase Terms ("Terms") are applicable to all Purchase Orders issued unless otherwise agreed in writing.

1. Definitions

In these Terms, the following definitions apply:

- "Buyer" means NordiTube or any of its affiliated companies issuing the Purchase Order.
- "Supplier" means the company or person to whom the Purchase Order is addressed.
- "Goods" means all products, equipment, materials or services supplied under the Purchase Order.
- "Order" means the Purchase Order and these Terms, together with any documents expressly incorporated by reference.

2. Scope and Application

- 2.1 These Terms apply to all Orders placed by Buyer with Supplier and constitute an integral part of the Order.
- 2.2 Supplier's acceptance, commencement of performance, or delivery of Goods shall be deemed unconditional acceptance of these Terms.
- 2.3 These Terms supersede any of Supplier's general terms and conditions of sale, regardless of whether or when Supplier has accepted the Orders, commenced its performance, or delivered the Goods. Buyer expressly rejects Supplier's general terms and conditions of sale, and Supplier's Order, inspection, acceptance, and payment do not constitute acceptance of any of Buyer's terms and conditions or serve to modify or amend these Terms.
- 2.4 In case of conflict between the provisions of these Terms and any special conditions expressly stated in the Purchase Order, the Purchase Order shall prevail.

3. Order Placement and Acceptance

- 3.1 All Orders shall be in writing. Oral agreements or changes are valid only if confirmed in writing by Buyer.
- 3.2 Supplier shall confirm acceptance of the Order within three (3) working days. Failure to confirm shall not constitute acceptance, except where Supplier has commenced performance or shipment.

4. Prices and Payment

- 4.1 Prices stated in the Order are fixed and not subject to increase.
- 4.2 Unless otherwise agreed and specified in the Order, prices shall be interpreted in accordance with the delivery term (Incoterms 2020) stated in the Order and shall include all costs and charges up to the agreed delivery point, including packaging, insurance, duties, and freight as required by the applicable delivery term.
- 4.3 Payment shall be made within sixty (60) days net from receipt of a valid invoice and acceptance of Goods, unless otherwise agreed and specified in the Order.
- 4.4 Buyer may withhold payment for Goods not conforming to the Order.

5. Delivery, Title, and Risk

- 5.1 Delivery shall be made in accordance with the delivery term (Incoterms 2020) stated in the Order. In the absence of a specific delivery term in the Order, delivery shall be deemed DDP (Delivered Duty Paid, Incoterms 2020) to the address stated in the Order.
- 5.2 Time is of the essence. If Supplier fails to deliver on time, Buyer may cancel the Order without liability.
- 5.3 Title to Goods passes to Buyer upon delivery and acceptance. Risk of loss remains with Supplier until delivery to Buyer.

6. Insurance

The Seller shall be liable for arrangement of cargo insurance, naming Buyer as the beneficiary. Insurance is to be affected by the Seller in the Order currency for 110 percent of Order prices on the basis of all risks and war risk. For the avoidance of doubt, the insurance premium shall be solely borne by Seller.

7. Inspection and Acceptance

- 7.1 Buyer shall have a reasonable period to inspect Goods upon delivery. Inspection or payment shall not be deemed acceptance of the Goods.
- 7.2 If any inspected Goods are defective or non-conforming, Buyer may reject the Goods, require repair or replacement, or cancel the Order in whole or in part. If Buyer requires repair or replacement, Supplier shall make necessary alterations or replace the rejected Goods to meet Buyer's requirements stated in the Purchase Order without delay, free of cost to Buyer.
- 7.3 The Buyer's right to inspect, test, and reject the Goods according to the Order, after the Goods arrival at the final destination and/or the Buyer's site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Buyer or its representative prior to the Goods shipment from the country/area of origin. Any inspection at the destination or at the Buyer's site must be supervised by the Supplier's staff.

8. Warranties

- 8.1 Supplier warrants that Goods:
 - a) conform to the specifications, drawings, and requirements in the Order.
 - b) are free from defects in design, material, and workmanship.
 - c) are new, not counterfeit, and of merchantable quality.
 - d) comply with all applicable laws and standards in the country of delivery and/or final destination.
- 8.2 Warranty period is twenty-four (24) months from the date of Goods acceptance unless otherwise agreed and specified in the Order.
- 8.3 If Buyer requires repair or replacement, the defective or non-conforming Goods shall be repaired or exchanged by the Supplier under the normal use environment within 3 business days after receipt of the Buyer's request, and the warranty period of the repaired or replaced Goods shall be recalculated from the completion date of repair or replacement.
- 8.4 If the Supplier fails to remedy the defect(s) or non-conforming components within the prescribed period above, the Buyer may proceed to take such remedial action as may be necessary, at the Supplier's risk and reasonable expense and without prejudice to any other rights which the Buyer may have against the Supplier under the Order.

9. Compliance and Ethics

- 9.1 Supplier shall comply with all laws applicable to its performance under the Order, including but not

limited to:

- EU, U.S., U.K., Australian, and Singapore trade compliance and sanctions regulations, as well as any other internationally applicable sanctions (including UN and OECD).
- environmental, health and safety laws.
- labor and human rights standards, including prohibition of forced or child labor.
- anti-bribery and anti-corruption laws (e.g., U.S. FCPA, UK Bribery Act, Singapore PCA).

9.2 Supplier shall ensure that its own suppliers and subcontractors equally comply with the above obligations.

10. Intellectual Property and Confidentiality

10.1 All drawings, specifications, and information provided by Buyer remain Buyer's property and shall be kept confidential and shall be returned to Buyer upon request.

10.2 Supplier shall not use Buyer's intellectual property without prior written consent.

11. Liability and Indemnification

11.1 Supplier shall indemnify and hold Buyer harmless from any claims, damages, costs, or liabilities arising from:

- a) defects in Goods.
- b) infringement of third-party intellectual property rights.
- c) Supplier's breach of these Terms or applicable law.
- d) any negligent act or omission of Supplier or its subcontractors in connection with the performance of the Order.

12. Force Majeure

Neither party shall be liable for any failure or delay in fulfilling or non-performance under any provisions of these Terms caused by events beyond its reasonable control, provided that the affected party promptly notifies the other, and the affected party shall use reasonable efforts to mitigate the effects of such event.

13. Termination

13.1 Buyer may terminate the Order immediately if Supplier:

- a) fails to deliver any or all of the Goods, within the period(s) specified in the Order or within any extension thereof granted by the Buyer in writing;
- b) fails to deliver conforming Goods;
- c) fails to repair or replace defective or non-conforming Goods within the prescribed period;
- d) fails to fulfil other material obligations under the Order.
- e) becomes insolvent or subject to bankruptcy proceedings.
- f) breaches compliance obligations under Clause 8.

13.2 Buyer may terminate all or part of the Order at its convenience with written notice, in which case Supplier shall be entitled only to reimbursement of reasonable, direct, and documented costs incurred prior to termination, but not for loss of profit or consequential damages.

14. Governing Law and Jurisdiction

14.1 This Order shall be governed by and construed in accordance with the laws specified below, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG):

- Europe (including all Orders issued by **NordiTube TECHNOLOGIES SE**): Belgian law, with exclusive jurisdiction of the courts of the judicial district of Liège, Belgium.
- Australia (including all Orders issued by **NordiTube AUS PTY LTD**): the laws of Australia, with exclusive jurisdiction of the courts of South Australia.
- North America (including all Orders issued by **NordiTube USA LLC**): the laws of the State of New York, USA, with exclusive jurisdiction of the state and federal courts located in New York, USA.
- All other regions (including Orders issued by **NordiTube ASIA PACIFIC PTE LTD or any other affiliates**): the laws of Singapore, with exclusive jurisdiction of the courts of Singapore.

14.2 The language of all proceedings shall be English.

14.3 The prevailing party in any action or proceeding arising out of or relating to the Order shall be entitled to recover from the losing party all reasonable costs and expenses incurred in connection with such action or proceeding, including but not limited to reasonable attorneys' fees, court costs, expert witness fees, and other litigation-related expenses.

15. Survival

15.1 Clauses of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms, including but not limited to, the following provisions: Compliance and Ethics, Intellectual Property and Confidentiality, Governing Law and Jurisdiction, and Survival.

16. Miscellaneous

16.1 These Terms constitute the entire agreement between Buyer and Supplier regarding the Order, subject to Clause 2.4.

16.2 No waiver or modification of these Terms shall be valid unless agreed by Supplier and Buyer in writing.

16.3 If any provision of these Terms is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provisions of these Terms or invalidate or render unenforceable such provision in any other jurisdiction.

16.4 These Terms are drafted in English. Translations may be provided for convenience only. In case of conflict, the English version shall prevail.