

OGRI CONSULTING AS: General Terms & Conditions of Consulting and Advisory Services Effective as of 01 FEB 2025



PREAMBLE

1. These General Terms & Conditions shall apply where OGRI CONSULTING AS shall supply Services to the PURCHASER, save as varied by express agreement in writing by both parties. Your use of our Services constitutes your consent to these Terms of Services between you ("PURCHASER") and OGRI CONSULTING AS ("CONSULTANT").

SCOPE OF APPLICATION

2. Services means the work to be undertaken by CONSULTANT for the PURCHASER as described in the contract or acceptance of order.

OBLIGATIONS OF CONSULTANT

3. CONSULTANT will carry out the work and perform the services specified in the contract or in the acceptance of order.
4. CONSULTANT shall provide the Services using reasonable skill and care and to the best of his ability, within the constraints imposed by the facts and circumstances of the case.

OBLIGATIONS OF THE PURCHASER

5. The PURCHASER shall give adequate notice to CONSULTANT of the date for the work to commence.

SUB-CONTRACTORS

6. CONSULTANT shall be entitled, in its absolute discretion, to appoint sub-contractors to provide all or part of the Services.

PRICE

7. Unless otherwise agreed the price will be related to the cost of the time spent on the work which is necessary to implement and complete the Services. Where CONSULTANT has accepted to provide Services, the price will include the following:

a) Internal salary charges in accordance with the rates specified in the acceptance of order, including all social costs, social insurances, allowances / cost for board.

PAYMENT

8. Terms of payment are Net fourteen (14) days following the date of invoice. CONSULTANT invoices at the end of each calendar month, or as soon as the Services are completed.

LOCAL LAWS AND REGULATIONS, SAFETY REGULATIONS

9. The PURCHASER shall give all necessary assistance to ensure that CONSULTANT obtains the necessary information concerning the local laws and regulations applicable to the Services.

LABOR PROVIDED BY THE PURCHASER

10. CONSULTANT shall not be under any liability either towards such labor provided by the PURCHASER or for their acts or omissions, even if such personnel is obliged to act in compliance with instructions given by CONSULTANT.

LIABILITY

11. CONSULTANT expressly disclaim any and all liability for:
a) Indirect and/or consequential damage including, but not limited to, loss of production, trading loss, loss of profits, loss of use, loss of contracts, devaluation of or damage to property, loss of goodwill and reputation, suffered by the PURCHASER and/or third parties as a result of non-delivery, improper delivery or late delivery of the agreed Services; or any

consequential, economic or indirect loss;

b) Damage or physical injury resulting from operations performed by the PURCHASER contrary to CONSULTANT's directions. The PURCHASER shall indemnify CONSULTANT fully against any claims made with regard to such damage or physical injury.

c) CONSULTANT shall not be held liable in any circumstances for any acts, legal actions or claims of any nature asserted against the PURCHASER. Furthermore, the PURCHASER shall indemnify and hold harmless CONSULTANT against any and all judgments, damages and costs or losses of any kind for which CONSULTANT may be liable as the result of claims brought by customers or any other third parties against the PURCHASER and which arise from any acts, representations or omissions constitute negligence of CONSULTANT or a breach or non performance by CONSULTANT of its obligations under the contract.

COPYRIGHT

12. If the PURCHASER requires CONSULTANT to incorporate any material into the Services and supplies CONSULTANT with such material, the PURCHASER warrants that:

- the proposed use or incorporation of such material will not infringe any third party's intellectual property rights;
- where the PURCHASER is not the owner of all copyright or other intellectual property rights in such material, the PURCHASER has received all necessary consents and licenses for the proposed use by CONSULTANT of such material; and
- the PURCHASER will indemnify and keep CONSULTANT fully and effectively indemnified against all costs, claims, demands, expenses and liabilities of any nature arising out of or in connection with any breach of the warranty in this clause.

WARRANTY

13. To the extent permitted by law, CONSULTANT exclude all warranties. CONSULTANT provide the Services and any third party material "AS IS".

Other than expressly set out in the Terms or the acceptance of order, we do not make promises about the services, products, or any third party materials.

GROUND FOR RELIEF (Force Majeure)

14. The following circumstances shall be considered as grounds for relief if they impede the performance of the contract or makes performance unreasonably onerous: Industrial disputes and any other circumstances beyond the control of the parties such as fire, war, mobilization or military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, epidemic or pandemic restrictions, restrictions in the use of power, import and export prohibitions, embargo, defects or delays in deliveries by sub-contractors caused by any such circumstances referred to in this Clause.

DISPUTES, LAW APPLICABLE

15. Unless otherwise agreed, these Conditions & Terms are governed and construed in accordance with the Laws of Norway. Any dispute arising out of the contract shall be finally settled at the Oslo District Court (Norwegian: "Oslo Tingrett"), regardless of the PURCHASER's location.