

## MacArtney General Terms and Conditions for the Supply of Services

### 1. SCOPE OF SERVICES

- 1.1. These General Terms and Conditions (hereinafter "T&C") for the Delivery of Services shall apply for all work undertaken by MacArtney A/S, company registration number 84164828, or any affiliate thereof mentioned in a specific Contract in connection to any performed workmanship ordered by the client with a Purchase Order ("PO") or agreed between the Parties in a specific Contract (the "Parties" and a "Party" respectively).

"Services" include but are not limited to, installation, test operation, scheduled and unscheduled maintenance and repair work and/or training of employees of Client or any customer or supplier of Client in the handling (the "Services") of machinery and/or products whether owned, chartered, leased or hired by the Client or any customer of the Client.

- 1.2. Deviations from these T&C for the Delivery of Services shall only be binding upon MacArtney and applicable between the Parties if such deviations are expressly approved by MacArtney in writing.
- 1.3. Any additional terms and conditions provided by the Purchaser, including terms and conditions of purchase etc. shall not apply in the contractual relationship between the Parties unless MacArtney has accepted such terms and conditions in writing. The before mentioned shall apply regardless of whether the Client's purchase order might refer to general terms and conditions of the Client.
- 1.4. In the event of any conflict or inconsistency between these T&C and any other terms and conditions agreed between the Parties, these T&C shall prevail, unless otherwise expressly agreed upon in writing by both Parties.

### 2. GENERAL

- 2.1. A binding agreement has been concluded by and between the Parties at the time MacArtney has confirmed the Client's PO in writing or the Client has accepted MacArtney's quotation in writing (hereinafter referred to as the "Contract").
- 2.2. These T&C shall apply to offshore services, meaning all deliveries of Services to be performed on board vessels or other structures at sea or in port and Services to be performed at vessels or other structures ("Offshore Services") as well as onshore services, meaning all other deliveries of Services ("Onshore Services").

### 3. SCOPE OF SUPPLY FOR SERVICES

- 3.1. The scope of the Services shall be as set out in the Contract.
- 3.2. The Services shall be performed in accordance with the laws, regulations and industrial standards applicable on the date of the conclusion of the Contract in the country where the Services shall be performed (the "Site").
- 3.3. The Services shall be performed by MacArtney in a workmanlike manner and with qualified personnel.
- 3.4. The Client shall inform MacArtney in writing of any laws, regulations and industrial standards which must be observed in relation to the performance of the Services, including any obligation to register as foreign service provider as well as any requirements in respect to health, safety, security, environment, and quality (HSSEQ).

### 4. TECHNICAL AND COMMERCIAL DOCUMENTS

- 4.1. Any technical and commercial documents of MacArtney, including but not limited to, price lists and descriptions shall be binding only to the extent that it is expressly stated in the Contract.
- 4.2. Any and all technical and commercial documents, knowhow, and other information shall remain the exclusive intellectual property of MacArtney and shall not be used, exploited, copied or reproduced, nor may the documents or information be disclosed to a third party in any way without MacArtney's prior written consent. Any information and/or documents shall only be used for the purpose for which it was submitted.

### 5. OBLIGATIONS OF THE CLIENT

- 5.1. The Client shall take all necessary steps to ensure that the Services can commence on the agreed time and can be carried out without hindrances or interruptions.
- 5.2. If no specific time for the performance of the Services has been agreed between the Parties, the Client shall notify MacArtney in writing when all the preparatory work, meaning that the Services, can commence without hindrance or interruption, has been completed.
- 5.3. The Client shall ensure that all the necessary entry, exit, residence, work, and any other official permits for MacArtney's personnel are granted in reasonable time and remain valid during the performance of the Services. The Client shall furthermore inform MacArtney of any required local registration of foreign service providers, if any, and shall assist MacArtney in the registration procedure.
- 5.4. MacArtney shall ensure that it receives all the necessary permits for the import and export of tools, equipment, and materials, and shall bear any related costs.
- 5.5. The Client shall, at its own expense, make sure to comply with all relevant HSSEQ requirements.
- 5.6. MacArtney shall be entitled to refuse, suspend, or stop any work as part of the Services if the safety measures are not considered sufficient.
- 5.7. In case of sickness or accidents to any of MacArtney's personnel, the Client shall provide any necessary assistance to MacArtney in order to mitigate such incidents.
- 5.8. The materials to be used for the Services or the Product to be maintained during the Services shall be stored in such manner that the materials and/or Product are protected from any damage or deterioration. Before the Services are commenced, the Product to be serviced and any materials to be used for the Services shall be checked for completeness and damage by the Client in the presence of MacArtney's personnel. Should the material or Product be lost or damaged during storage, it shall be replaced or repaired at the Client's expense whether the materials are provided by MacArtney or not.
- 5.9. The Client shall ensure that the Site is easily accessible and that the Site itself is in a condition allowing the Services to commence.
- 5.10. If the Client in accordance with the Contract is obligated to provide accommodation to MacArtney's personnel at Site, the Client shall arrange for the provision of heated or air conditioned, lockable rooms for MacArtney's site management, restrooms and changing rooms for MacArtney's personnel, including suitable sanitary facilities for the personnel. In addition, the Client shall provide lockable, dry rooms for the storage of materials and equipment. All these rooms shall be in the immediate vicinity of the Site.
- 5.11. Unless otherwise agreed in writing the Client shall supply the following at his own expense, in reasonable time, in accordance with MacArtney's instructions:
  - 5.11.1. Qualified skilled and unskilled workers, such as divers, any specialized personnel and assistants with the necessary tools and equipment. These workers shall comply with MacArtney's reasonable working instructions, but will nevertheless remain the Client's employees, subcontractors, etc., and his responsibility.
  - 5.11.2. Suitable cranes and other lifting devices, in good working order, with attendant personnel, as well as means of transport for personnel and materials, appropriate workshop equipment and measuring devices.

5.11.3. Electrical energy and lighting including the necessary connections up to the place of the Services, heating, compressed air, water, fuels, etc.

5.12. MacArtney shall deliver the necessary consumable and installation materials, cleaning materials, lubricants and miscellaneous small items required for the performance of the Services.

5.13. If the Client does not fulfil his obligations, in whole or in part, MacArtney may fulfil such obligations itself at the Client's risk or have it fulfilled by a third party. The costs arising from such event shall be borne by the Client. The Client shall release MacArtney from any liability for claims of third Parties and indemnify MacArtney for any loss suffered therefrom.

## 6. WORK CARRIED OUT ON THE INSTRUCTIONS OF THE CLIENT

6.1. The Client shall not be authorized to employ MacArtney's personnel for work or services which do not form part of the Contract without MacArtney's prior written consent.

6.2. MacArtney shall have no liability for any work or services carried out by MacArtney personnel on the instructions of the Client without MacArtney's acceptance.

## 7. TIME FOR DELIVERY AND DELAY

7.1. The Services shall be regarded as having been delivered on the day on which they are accepted by the Client in accordance with the provisions of Clause 12.

7.2. The delivery date shall be set out in the Contract. If, instead of a fixed date for delivery, the Parties have agreed on a period of time within which the Services shall be delivered, such period shall commence at the formation of the Contract.

7.3. If MacArtney finds that it will be unable to complete the Services in time or if delay on its part seems likely, MacArtney shall by written notice, and without undue delay, inform the Client thereof. MacArtney shall state the reason for the delay and, if possible, the time when the Services will be ready for delivery.

7.4. If delivery is delayed by a circumstance which under Clause 18 shall be considered a case of relief or by an act or omission of the Client or any party outside of the control of Macartney, the time for delivery shall be extended by a period which is reasonable having regard to the circumstances of the case. The time for delivery shall be extended also if such reason for delay occurs after the originally agreed date for acceptance.

7.5. If the Services have not been accepted according to Clause 12 by the delivery date according to Clause 7.2, the Client shall, after a grace of period of one week has passed, be entitled to liquidated damages counting from the end of the grace period. The liquidated damages shall be payable at a rate of 0.5 per cent of the Contract Price for each complete week of delay. The liquidated damages cannot exceed 7.5 % of the Contract Price.

The liquidated damages become due at the Client's written demand but not before all the Services have been accepted or the Contract is terminated under Clause 7.6.

The Client loses its right to claim liquidated damages if such claim has not been lodged by written notice within 6 months after the day when the Services should have been delivered under Clause 7.2

7.6. If the agreed liquidated damages in clause 7.5 are deemed invalid or unenforceable by a court, arbitral tribunal or other administrative body with competent jurisdiction, the following shall apply: In case of delay in delivery of the Services, MacArtney shall in no event be liable for an amount exceeding 7,5% of the Purchase Price.

7.7. If the Client has become entitled to the maximum liquidated damages under Clause 7.5 and if the Services have still not been accepted, the Client may by written notice demand that the Services are made ready for acceptance tests within a final reasonable period which shall not be less than one week.

If MacArtney fails to complete the Services within such final period, then the Client may, unless such failure is due to circumstances outside the control of MacArtney, by written notice to MacArtney terminate the Contract.

The Client shall also have the right to terminate the Contract by written notice to MacArtney if the Client is able to document that a delay will occur which will entitle the Client to the maximum liquidated damages.

7.8. Liquidated damages under Clause 7.5 and termination of the Contract under Clause 7.6 shall be the sole and exclusive remedies available to the Client in case of delay on the part of MacArtney. All other claims against MacArtney based on delay shall be excluded.

## 8. WORKING TIME

8.1. Unless otherwise agreed the normal weekly working hours shall, in general, be distributed over five working days, Monday to Friday. The normal working hours are 12 hours per day placed as MacArtney deems appropriate or as otherwise agreed in writing between the Parties. The Parties to the Contract may, by written agreement, adjust the allocation of working hours otherwise to suit special circumstances on Site.

8.2. Unless otherwise agreed, working hours beyond the normal weekly or daily working time are regarded as overtime. Overtime shall be permitted only with mutual consent and in accordance with local regulations. Unless otherwise agreed or stated in local regulations, overtime cannot exceed the daily working time by more than two hours and the normal weekly working time by more than ten hours.

## 9. TRAVELLING TIME AND WAITING TIME

9.1. Travelling time includes:

- the time spent to and from the Site;
- the time spent on moving into the accommodation on Site; and
- the time required for official registration and departure formalities, if any.

9.2. Should it be impossible to obtain suitable accommodation and/or adequate catering facilities near the Site, the time required for the transit each day between the accommodation and/or catering facilities' location(s) and the Site in excess of half an hour per single journey is charged as working hours.

9.3. If, for reasons beyond the control of MacArtney, the personnel are prevented from performing the Services or prevented from leaving when the Services are completed, the time thereby lost shall count as waiting time and shall be regarded as working hours.

## 10. PRICING

10.1. The Services of MacArtney shall be invoiced according to the working hours spend and the materials used based on the rates and prices applicable at the time of performance of the Services, unless a fixed price (lump sum) has been agreed upon (the "Contract Price").

10.2. The Services provided by MacArtney shall be invoiced as follows:

### 10.2.1. Personnel costs

On presentation of the time sheets, the Client shall certify the work performed by MacArtney's personnel with its signature. If this certification is not undertaken by the Client, the entries of MacArtney's personnel shall serve as a basis for calculation unless the Client is able to demonstrate that such entries are incorrect.

The amount to be charged shall be based on the rates and prices applicable at the time of the formation of the Contract. If the rates and prices have increased with more than 5% by the time the Services are commenced, MacArtney shall be entitled to adjust the charging rates and prices accordingly.

### 10.2.2. Travelling costs

The costs for international as well as national travels using means of transport chosen by MacArtney, shall be invoiced to the Client at cost. Invoicing shall also include such associated costs as insurance, freight, custom duties, charges for luggage, passports and visas, provision of the entry residence and work permits,

medical examination on arrival and departure, as well as testing or vaccination of MacArtney's personnel.

#### 10.2.3. Accommodation costs

The costs to cover the adequate food and single accommodation at the Site or within its close vicinity shall be invoiced to the Client.

#### 10.2.4. Costs in connection with quarantine of MacArtney's personnel

Any costs incurred due to the quarantine of MacArtney's personnel required by the Client, the customer of the Client, MacArtney, any local or national requirements (regardless of whether such requirements are set by the country where the Services are to be performed or any other country) or any other entity involved in the performance of the Services, shall be borne by the Client, including (but not limited to) accommodation costs, personnel costs, etc.

#### 10.2.5. Costs in connection with sickness and accident

In the case of sickness or accident to MacArtney's personnel, the Client shall guarantee the possibility for appropriate medical treatment and care, whereby MacArtney's right to take personnel home at any time shall not be prejudiced. MacArtney shall be responsible for all costs arising.

If the return to good health of the ill or injured person is likely to take more than 10 days, then MacArtney shall arrange for an equivalent replacement of accommodation at its own expense.

#### 10.2.6. Work to lump sum prices

If the Parties have agreed on a lump sum price, this lump sum price covers the Services to be provided by MacArtney and which have been agreed upon in writing.

This price is based on the condition that all preliminary work is carried out and completed by the Client in reasonable time and that the Services can proceed smoothly and with no hindrances or adjournments.

Any additional work which shall be carried out by MacArtney due to reasons outside MacArtney's control, including (but not limited to) subsequent changes to the content or scope of the agreed Services, waiting times, re-working, additional travelling, etc. shall be invoiced to the Client.

#### 10.2.7. Materials

Any consumable and installation materials, cleaning materials, lubricants and miscellaneous small items required for the performance of the Services shall be invoiced to the Client.

#### 10.2.8. Taxes, duties, fees, social insurance, contributions

Taxes, duties, fees, social insurance contributions, etc. which shall be paid by MacArtney or the MacArtney's personnel in connection with the Contract or with work outside of the country where MacArtney is domiciled, shall be charged to the Client.

#### 10.2.9. Value Added Tax (VAT)

The prices exclude Value Added Tax which must be paid to MacArtney by the Client at the appropriate rate applicable to the Services provided.

#### 10.2.10. Currency

Unless otherwise agreed, currency shall be the local currency in the country in which the MacArtney legal entity is situated. Exchange rate exposure shall be the Client's risk and cost.

### 11. TERMS OF PAYMENT

11.1. Unless otherwise agreed, the price and the costs shall be invoiced monthly and shall be paid by the Client within 30 days of the date of the invoice.

11.2. Whatever the means of payment used, payment shall not be deemed to have been effected before MacArtney's account has been irrevocably credited for the amount due.

11.3. If the Client fails to pay by the stipulated date(s), MacArtney shall be entitled to interest at a rate of 8 % from the day on which payment was due and actual recovery costs.

In case of late payment MacArtney may, after having notified the Client in writing, suspend its performance of the Contract or any other contract until MacArtney receives payment.

If the Client has not paid the amount due within the payment term stated in sub-clause 11.1, MacArtney shall be entitled to

terminate the Contract by giving Client 7 days prior written notice and, in addition to the interest and compensation for recovery costs according to this Clause, to claim compensation for the loss MacArtney incurs.

### 12. ACCEPTANCE OF THE SERVICES

12.1. The Services shall be ready for acceptance when the Services have been completed by MacArtney.

12.2. Within 6 hours after the Client is notified that the Services are ready for acceptance, The Client shall schedule a handing-over meeting with a notice of at least 6 hours..At the handing-over meeting the Services shall be inspected by the designated representative of the Client in the presence of MacArtney's designated representative. Any deficiencies shall be reported in writing to MacArtney during the handing-over meeting as part of a handing-over report signed by the representatives of both parties. If no deficiencies are reported or a representative of the Client fails to attend the handing-over meeting the Services shall be deemed to have been accepted by the Client.

### 13. LIABILITY FOR DEFECTS

13.1. MacArtney shall be liable for deficiencies in the Services resulting from MacArtney's faulty materials or workmanship.

13.2. MacArtney shall not be liable for any deficiencies if:

- A) the deficiencies arise out of materials, design or workmanship stipulated or provided by the Client or if such is the consequence of instructions from the Client; the deficiencies are attributable to the Client or a third party, e.g. (but not limited to) to improper use of the Product, faulty maintenance, service or repair by the Client or any other thirds party or alterations carried out without MacArtney's written consent;
- C) the deficiencies are caused by circumstances which arise after the acceptance f the Services;
- D) the deficiencies are due to normal wear and tear or deterioration; or
- E) the Client has not immediately taken suitable measures to mitigate any possible damages.

13.3. MacArtney's liability shall be limited to deficiencies in the Services which appear within 6 months from the date of acceptance of the Services, cf. Clause 12.

13.4. Any deficiencies in the Services detected within the said period shall be remedied by MacArtney either by repair or replacement at MacArtney's own discretion and within a reasonable period of time,

The Client shall notify MacArtney in writing immediately when a defect is discovered, or should have been discovered, and in no event later than 14 days after thereafter.

If the Client fails to notify MacArtney in writing within the time limit set forth in this clause, the Client shall lose its right to claim remedies.

13.5. Repair of defects shall be carried out at MacArtney's production facilities unless MacArtney deems it appropriate that the defect is remedied where the Services was commenced or at a place specified by MacArtney. Transportation of a defect product to MacArtney's production facilities shall be for the risk and expense of Client. If the defect is remedied at any place other than MacArtney's production facilities, any additional costs which MacArtney incurs, including (but not limited to) travel expenses, accommodation costs and personnel costs during travel, shall be compensated by Client. For the avoidance of doubt, MacArtney shall in no event be liable for costs or expenses for marine or offshore transportation, dismantling, relocation or reinstallation of the Product or products in which the Product is or will be incorporated.

13.6. If a defect, which is only attributable to a part of the Services has been remedied, MacArtney shall be liable for defects in the remedied part of the Services to the same extent as for the original Service.

The liability period referred to in Clause 13.3 shall not be extended in case a part of the Services is remedied.

13.7. If the Client has given notice as mentioned in Clause 13.4 and no defect is found for which MacArtney is liable, MacArtney shall be entitled to compensation for the costs it has incurred as a result of the Client's claim of remedies.

13.8. Except as stated in Clauses 13.1-13.7 MacArtney shall not be liable for any defects in the Services. Therefore, all other claims against MacArtney based on defects shall be excluded.

#### 14. TRANSFER OF RISK

14.1. Risk of the Services shall pass to the Client upon acceptance of the Services as referred to in Clause 12.

#### 15. THE CLIENT'S RIGHT OF CANCELLATION

15.1. If the Client prior to the commencement of the Services by way of written notice requests for the cancellation of the Services and such request for cancellation is accepted by MacArtney in writing, MacArtney shall be entitled to full compensation for the loss it has suffered by reason of the Client's cancellation, including (but not limited to) any costs related to the cancellation, including material and man hours, and the expected net income from the cancelled Services. However, the compensation shall, not exceed the part of the price attributable to the cancelled part of the Services.

#### 16. THE CLIENT'S SUSPENSION OF THE SERVICES

16.1. If the Client suspends the MacArtney's performance of the Services, and this is not due to circumstances attributable to MacArtney, the Client shall compensate MacArtney for the following costs:

- a) Storage of any materials, equipment, or products used in the performance of the Services,
- b) Demobilization and remobilization of MacArtney personnel and equipment,

16.2. And pay MacArtney for the part of the Services performed before the suspension, regardless of any agreed milestones or payment terms agreed between the Parties.

#### 17. INSURANCE

17.1. MacArtney and the Client shall take out each their own insurance coverage of the Services with a well-reputed international insurance company, including general, public and product liability, with a minimum liability cover of EUR 10 million per occurrence and in the annual aggregate for personal injury and damage to property respectively.

17.2. Upon a Party's request, the other Party shall produce a copy of the insurance certificate.

17.3. The Client shall take out all other insurances which are required or appropriate under the Contract.

17.4. For Offshore Services and with reference to Clause 17.1 a mutual waiver of subrogation (or the equivalent) is agreed and accepted by either Party and their respective insurance companies in favour of the other Party and, where legally permitted, name the other Party as an additional insured.

#### 18. LIABILITY

##### 18.1. Limitation of Liability for Offshore Services

For the purpose of implementing a "knock-for-knock" liability regime between the Parties', the liability for Offshore Services shall be as follows:

##### 18.2. In this Clause 18.1., the following definitions shall apply

"Client" means the Client, its group companies under common control with the Client by vote and/or by share capital, financially, directly or indirectly and/or otherwise by the ultimate company controlling the Client, all subsidiaries of the Client and/or affiliates hereof or part of the group of companies meaning under common control with the Client, and/or any person and/or chosen representative duly authorized by the Client and its respective personnel.

"Client's Group" means the Client and its client(s)/customer(s), contractors, subcontractors of any tier and project owner(s), and employees, agents, consultants, etc. of any of the foregoing.

"MacArtney" means as applicable MacArtney A/S, its subsidiaries or other group companies under direct or indirect control by MacArtney A/S by votes, share capital, financially and/or otherwise.

"MacArtney's Group" means MacArtney, and its contractors and subcontractors of any tier, and employees or consultants of any of the foregoing.

"Third Party" means a legal or physical person that is not defined as MacArtney, MacArtney's Group, the Client or the Client's Group and is not a party to these T&C for the Delivery of Services or the Contract.

18.2.1. Client: Subject to Clauses 13.1, MacArtney shall not be liable for loss of or damage to any property (e.g. (but not limited to) immovable and movable property, assets, facilities, tools, equipment, personal belongings), whether owned, chartered, hired or leased, of any member of the Client's Group, including the Services and Product, or for personal injury or death of any member of the Client's Group arising out of or in any way connected with the performance of the Services, even if such loss, damage, injury or death is caused wholly or partially by the act, neglect, or default of MacArtney's Group or caused by a defect in any materials or products supplied by MacArtney, and the Client shall indemnify, protect, defend and hold harmless MacArtney from any and against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of in connection with such loss, damage, liability, personal injury or death.

18.2.2. MacArtney: The Client shall not be liable for loss of or damage to the property (e.g. (but not limited to) immovable and movable property, assets, tools, equipment, personal belongings), of any member of MacArtney's Group, or for personal injury or death of any member of MacArtney's Group arising out of or in any way connected with the performance of the Services, even if such loss, damage, injury or death is caused wholly or partially by the act, neglect, or default of the Client's Group, and MacArtney shall indemnify, protect, defend and hold harmless the Client from any and against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of in connection with such loss, damage, personal injury or death.

18.2.3. Regardless of Clauses 18.2.1 and 18.2.2 any material or goods to be used in the performance of the Services, which is delivered by MacArtney, and which is in the custody of MacArtney shall remain MacArtney's liability until acceptance of delivery of the Services in accordance with Clause 12.

18.2.4. Sub-supplier's liability: The Parties shall make their respective sub-suppliers sign supply contracts wherein the sub-suppliers and their sub-suppliers declare in writing to mutually defend, protect, indemnify and hold harmless each other and the Parties and other sub-suppliers to a Party from and against any loss, claim, liability, demand, damages and costs whatsoever in respect of the sub-supplier's and their sub-suppliers injury or death of their Personnel or property loss of their own Assets.

18.3. Neither Party shall be liable to the other for any operating losses and any loss of profits, loss of anticipated revenue, loss of interest, loss of time, loss of use, loss of production, loss of contracts, loss of business opportunities, loss of customers or clients, loss of goodwill damage to reputation, for any financial or economic loss whatsoever or for any special, incidental, indirect or consequential loss or damage of any kind or nature.

##### 18.4. Limitation of Liability for Onshore Services

18.4.1. Neither Party shall be liable to the other for any operating losses and any loss of profits, loss of anticipated revenue, loss of interest, loss of time, loss of use, loss of production, loss of contracts, loss of business opportunities, loss of customers or clients, loss of goodwill damage to reputation, for any financial or economic loss whatsoever or for any special,

incidental, indirect or consequential loss or damage of any kind or nature.

- 18.4.2. MacArtney's aggregated, cumulative and maximum liability on any and all implied claims, losses, liabilities, demands, damages and/or any other costs, including legal fees and costs for any other advisor for any Delivery shall be limited to 50% of the Contract Price, except in any case where a higher liability follows from; (i) applicable mandatory laws, (ii) liability covered by any insurance.

MacArtney shall under no circumstances be liable for any costs related to offshore activities or marine transport, meaning offshore marine transportations or relocations, offshore operation, installation and/or re-installation or similar, such as but not limited to personnel and equipment transportation, transportation of the Product, heavy lifting, board and lodging offshore, accommodation offshore or any vessels costs - unless stated explicitly in writing in each incident.

#### 18.5. Notice Period and forfeiture

For both Offshore Services and Onshore Services the Client shall within 14 days from when the Client knew about or as a prudent and experienced industry contractor ought to know about the circumstances giving raise to any claim, notify MacArtney hereof. If the Client fails to notify MacArtney in writing within the time limit set forth, the Client shall lose its right to raise the claim.

#### 18.6. Product Liability

MacArtney shall not be liable for any damage to property caused by any defect in materials or products supplied by MacArtney in the performance of the Services after the risk has passed to the Client in accordance with Clause 14 and whilst such materials or products are in the possession of the Client. Nor shall MacArtney be liable for any damages to products of which the materials or products supplied by MacArtney form a part.

If MacArtney incurs liability towards any third party for such damages as describes in the preceding section, the Client shall indemnify, defend, and hold MacArtney harmless for any costs in relation to such liability.

Changes or alterations of the materials or products supplied by MacArtney without MacArtney's written consent as well as any failure to comply with current rules, regulation or instructions shall exempt MacArtney from any liability.

### 19. **POLLUTION**

The Client shall be liable for, and agrees to indemnify, defend and hold harmless MacArtney against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of actual or threatened pollution damage and the costs of cleanup or control thereof arising from spills, leaks or any pollution from the Product or any property (e.g. (but not limited to) immovable and movable property, assets, facilities, tools, equipment), whether owned, chartered, hired or leased, of the Client or the Client's Group (as defined in Clause 18.2.1).

### 20. **FORCE MAJEURE**

- 20.1. Each Party shall be excused for any failure or delay in the performance of any of its obligations under this Contract (other than for the payment of money) if such failure or delay is due to an event which (i) impedes the performance of the Contract impossible, (ii) is outside the control of the party affected and (iii) which could not have been avoided by the party, including but not limited to, and subject to the before mentioned conditions; a strike, lockout, work stoppage, labor dispute, material shortage, utility outage, delay in transportation, fire, flood, earthquake, severe weather, act of God, accident, trade sanction, embargo, act of war, epidemics/pandemics, condition caused by national emergency, new or changed Law, and defects and delays in deliveries by subcontractors caused by any of the above mentioned events (a "Force Majeure Event").

If the fulfilment of an obligation under this Contract requires MacArtney's employees, agents, subcontractors, or suppliers to travel, and travel to such required destination is either restricted or advised against by the Danish Ministry of Foreign Affairs or similar institution, such restriction or travelling advice shall regardless of abovementioned conditions be considered a Force Majeure Event.

Furthermore, if the performance of the Contract is prevented or delayed due to reasons attributable to COVID-19, e.g. (but not limited to) delay in the delivery of parts, components, and materials from the MacArtney's subcontractors, restrictions imposed by governments or local authorities, infection or quarantine of MacArtney's personnel or subcontractors, or any restriction affecting transport or logistics, such circumstances shall regardless of abovementioned conditions be considered a Force Majeure Event. The Party affected shall be excused for performance of the affected obligations for as long as the Force Majeure Event exists.

The Parties shall remain liable for those obligations under this Contract that are not affected by the Force Majeure Event, and the Client shall remain liable to pay MacArtney all amounts outstanding at the time the Force Majeure event arise under the Contract.

- 20.2. The Party wishing to claim relief under Clause 20.1 shall immediately notify the other Party in Writing on the intervention and on the cessation of such circumstance.

Potential costs incurred by MacArtney in order to secure and protect the condition of the Services or a product, including (but not limited to) any storage, warehousing or logistic costs in the period where the Force Majeure Event exists, shall be for the Client's risk and expense.

Notwithstanding any other provisions of these T&C for the Delivery of Services or the Contract, either Party shall be entitled to terminate the Contract by notice in Writing to the other Party, if performance of the Contract is prevented for more than six months by reason of any grounds for relief as described in Clause 20.1.

### 21. **Severability**

- 21.1. Suppose any provision of these Terms is found, by any court or administrative body of competent jurisdiction, to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms, which shall remain in full force and effect.

- 21.2. If any provision of these Terms is found to be invalid or unenforceable but would be valid or enforceable if part of the provision were modified, the provision in question shall apply with such modifications as may be necessary to make it valid.

- 21.3. In the event of invalidity or unenforceability, the parties agree to attempt to substitute the invalid provision with a valid and enforceable provision that achieves as closely as possible the same effect as would have been achieved by the invalid or unenforceable provision.

### 22. **APPLICABLE LAW AND DISPUTE RESOLUTION**

- 22.1. These General Terms and Conditions for the Delivery of Services shall be governed by and construed in accordance with the substantive law of the country where the MacArtney contracting, legal entity has its place of business.

- 22.2. Any dispute or claim or liability arising out of, or in connection with these General Terms and Conditions for the Delivery of Services or the breach, termination or invalidity, etc. thereof, shall be settled by arbitration in accordance with the law of arbitration applicable in the country where the MacArtney contracting, legal entity has its place of business.