

GENERAL CONDITIONS WESTPORT AS AND WESTPORT MOSS AS (“CONTRACTOR”)

1. Application

- 1.1 These terms apply to all services provided by the Contractor.
- 1.2 If the Contractor and the Customer have a specially negotiated written agreement, that agreement will take precedence over these terms where they conflict.
- 1.3 For Customers with no special written agreement, these terms form the entire contract between the Customer and the Contractor.
- 1.4 If any law applies to the services, these terms will be read in accordance with that law. Nothing in these terms will reduce the Contractor's rights or increase its responsibilities under that law.
- 1.5 If any part of these terms conflict with the law, that part will be void to the extent of the conflict, but no further.

2. The Services – Main obligations of the Contractor

- 2.1 The services provided by the Contractor include any business and/or activities undertaken by the Contractor as and when booked by the Customer in relation to port terminal and associated logistical services.

3. Obligations of the Customer

- 3.1 The Customer shall conduct its business in the port with due consideration to the objective of the Parties' Contract.
- 3.2 The Customer shall pay for the Contractor's harbour services according to the Contractor's general price list for the port, or according to specific agreed pricing conditions, if applicable.
- 3.3 The Customer guarantees that:
 - (a) It accepts these terms for itself and as an authorized agent for anyone else interested in the goods.
 - (b) It will provide all required information and instructions as specified, and these will be complete and accurate.
 - (c) It will provide all documentation and information necessary for the Company to provide the Services pursuant to these STCs within a reasonable time of any request for such information being made
 - (d) The goods do not need special protection or handling unless agreed in writing, and are not vulnerable to heat, cold, moisture, light, or flammability.

- (e) The goods do not need special licenses or permits for transportation, export, or import, and the Customer has obtained all necessary licenses or permits as required by law.

3.4 The Customer shall not deliver, or cause the Contractor to deal with or handle Goods which are or may be considered to be hazardous, dangerous or capable of causing damage or adversely affecting other goods or Goods likely to attract rodents or other animal life whether declared to the Contractor or not. The Customer shall be liable for all losses or damage that may arise in connection with such goods.

4. Instructions, Information and Services

- 4.1 The Contractor can choose the methods and procedures for providing the services, unless specific instructions are agreed upon in writing.
- 4.2 The Customer must provide all necessary information and instructions about the goods to help the Contractor:
 - (i) arrange and safely perform the services.
 - (ii) comply with all applicable laws and regulations.
- 4.3 Information provided by the Contractor:
 - (a) is given in good faith but is not guaranteed to be complete, accurate, or timely.
 - (b) is for the Customer only, and the Customer must protect the Contractor from any liability if others rely on this information.
- 4.4 The Customer and the Contractor may share information through their systems and may agree on separate terms for this cooperation.
- 4.5 The Contractor will perform the services with reasonable care, diligence, skill, and judgment.
- 4.6 The Customer has familiarised itself with the facility's location and condition and agrees it meets their needs.
- 4.7 Any actions by the Customer at the facility, including loading or unloading, are at the Customer's risk and cost.
- 4.8 The Contractor does not guarantee specific dates for the departure, arrival, or availability of goods and is not liable for delays, even if caused by the Contractor's negligence.

5. Subcontracting:

The Contractor can subcontract any part of the services. All protections and limitations in these terms apply to subcontractors, as well as employees, agents and others involved.

6. General Indemnity

6.1 The Customer shall indemnify and hold the Contractor harmless against all liability, legal proceedings, claims, loss, damage, penalties, and expenses (including reasonable legal expenses) suffered or incurred by the Contractor as a result of or in connection with:

- (a) The Contractor acting in accordance with the Customer's instructions.
- (b) Liability for damage to goods, except for any losses arising from the Contractor's negligent performance.
- (c) A defect in the goods for which the Customer is responsible.
- (d) Loss, damage, contamination, or soiling caused by the goods or the Customer, its employees, agents, or subcontractors to property, including the facility, vehicles, other cargo, containers, vessels, or other property owned by the Contractor or a third party.
- (e) Any breach by the Customer of any warranties or obligations in these conditions.
- (f) Any claims by Customer employees for physical injuries arising from the Customer's presence at or use of the Contractor's facility.

7. Destruction or Disposal of Harmful Goods

7.1 If any goods become hazardous, dangerous, or likely to cause damage, the Contractor or the person in possession of the goods can destroy or dispose of them as they see fit.

7.2 The Customer must indemnify the Contractor against all losses, damages, and expenses related to such actions.

8. Duty of the Customer to Pay Expenses for Removal of Debris

8.1 If the goods are damaged by events outside the Contractor's control the Customer must arrange for the collection and lawful disposal of the damaged goods. The Contractor can recover from the Customer all costs related to the failure to do so, including cleaning and sanitation costs.

9. Quotations

9.1 Unless otherwise stated by the Contractor or by agreement with the Customer, quotations or charge estimates are:

- (a) Subject to these terms and any specific conditions mentioned in the quotation.
- (b) Provided for information purposes only and valid for at least 30 days.
- (c) Subject to any legal requirements for publishing or filing.

10. Payment Terms and Invoicing

10.1 All prices and fees will be in NOK currency and VAT excluded. VAT will be charged in accordance with current regulations.

10.2 Unless otherwise agreed in writing, all prices and fees will be according to the Contractor's general price list at any time.

10.3 Invoices must be paid within 10 days of the invoice date. All charges must be paid immediately when due, without any deductions or delays.

10.4 The Customer is responsible for all associated bank charges.

10.5 For overdue amounts, the Contractor is entitled to interest at the rate according to the Norwegian Act relating to Interest on Overdue Payments etc. (Act of 17th December 1976 No. 100) plus reasonable attorney's fees and collection expenses. Interest accrues daily from the due date until payment is made.

10.6 The Customer is liable for any taxes, fees, or charges by any authority in connection with the goods or services, and for any related payments by the Contractor.

10.7 If any sum due from the Customer is not paid, the Contractor can suspend the provision of services at any time.

10.8 If Customer's vessel and/or performance is delayed, extra costs (working hours/waiting time) may incur.

11. Insurance

11.1 The Contractor will maintain adequate insurance coverage, including Employer's Liability Insurance, Occupational Liability Insurance and National Insurance in accordance with applicable laws.

11.2 The Customer shall ensure that any vessel for which it is responsible shall have in place hull & machinery insurance for the full value of the vessel, as well as protection & indemnity insurance for the gross tonnage of the vessel for the duration of the port call. The Contractor shall not be required to take out any insurance for damage to the goods, this obligations rests solely with the Customer or the Customer's customer, as applicable.

12. Exclusions from Liability

12.1 The Contractor is not liable for any delay, non-performance, loss, or damage arising from:

- (a) The act or omission of the Customer or anyone acting on their behalf, including incorrect information.

- (b) Compliance with any instructions given to the Contractor by the Customer.
- (c) Insufficient packing or labeling of the goods, unless done by the Contractor.
- (d) Handling, loading, stowage, or unloading of the goods by the Customer or anyone acting on their behalf.
- (e) liability for damage to goods and inherent defects in the goods, except for losses arising from the Contractor's negligent performance.
- (f) Any cause the Contractor could not avoid and could not prevent with reasonable diligence.

13. Force Majeure

13.1 Neither party shall be liable for any delay in performing or for failure to perform its obligations if the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control characterized as force majeure under Norwegian law, including strikes, lockouts or labor stoppages and governmental or regulatory acts preventing the Contractor to perform. The excused party must inform the other party of the event and consult on interim arrangements. Performance obligations are suspended during the force majeure event. If the event lasts more than 3 months (ports other than Moss), the other party may give notice to either continue the suspension or terminate the agreement without further obligation. For the port of Moss the time limit is 60 days.

For the Port of Moss, the following applies:
If delay or failure to perform should be due to a decision by Moss Havn KF to close the port/terminal areal because of ground conditions or safety measures linked to ground conditions, this shall be considered as a cause or circumstance beyond the Contractor's reasonable control, hence as an event of force majeure.

14. Liability for Loss or Damage to Goods

14.1 The Contractor is liable for loss or damage to the goods (goods of the Customer's customer) arising at a time when the goods are being handled by the Contractor or its servants or is in the custody of Contractor, but only if the claim comes as a result of negligence or willful misconduct from the Contractor.

14.2 The liability is limited to Customer's documented loss towards its customers as a consequence of Contractor's liability. Further, the Contractor's liability for loss or damage to goods is limited to the lesser of:

- the value of the goods lost or the reasonable cost of repair; OR

- 2 SDR's pr kilo of gross weight of the Goods lost or damaged or 666,67 SDR's per package or unit.

The value of the goods lost is the manufacturing cost or invoice value to the Customer.

14.3 Except as stated, the Contractor is not liable for loss or damage to goods, regardless of the cause.

15. Liability for Loss or Damage to Property (other than goods)

15.1 The Contractor is liable for loss or damage to the Customer's property (other than goods) only if the claim arises from the Contractor's negligence or willful misconduct. The Contractor's total liability shall under no circumstance exceed the following amounts:

- For loss or damages to Vessels USD 500,000,- (five hundred thousand million USD) per occurrence, and in the aggregate
- For loss and or damage to Container, trailer, chassis or other equipment of property: The lesser of:
- The reasonable cost of repair (with an item of the same age and condition); OR
- The sum of 50,000,- USD (fifty thousand USD); OR
- The value of the equipment of property lost or damaged; OR
- 2 SDR's per kilo of gross weight of the equipment of property lost or damaged or 666,67 SDR's per package or unit.

15.2 Except as stated, the Contractor is not liable for loss or damage to the Customer's property (other than goods), regardless of the cause.

16. General Liability

16.1 If a party is in breach of its obligations according to contract the other party may claim remedies for such breach in accordance with the general principles of contract law, hereunder but not limited to claim damages for economic loss. The nature and extent of the loss must be adequate and foreseeable. The parties' liability, whether arising from breach of obligations, contract, tort, statute, or in connection with the performance or failure to perform services, is limited as follows:

- (a) Neither party is liable for any indirect losses, including punitive and consequential losses.
- (b) Both parties' liability is limited to losses that are adequate and foreseeable.

(c) Both Parties' liability shall under no circumstance exceed USD 500,000,- (five hundred thousand USD) in the aggregate.

(d) The Contractor's liability shall not exceed the amounts stated in Clause 14 and 15.

16.2 For the port of Moss, the following apply: neither the Contractor nor Moss Havn KF are responsible for loss caused by outage, errors or defects on the crane operating the port (and owned by Moss Havn KF). This provision is not intended to regulate nor effect Moss Havn KF's liability for damage to goods or cargo carriers under general tort law principles.

17. Contractor's Liability Limits Available to Third Parties

(a) The Customer must defend and indemnify the Contractor against any claims or costs that exceed the Contractor's liability under these Conditions, including claims due to the Contractor's negligence.

18. Notice of Claim and Time Limit

18.1 The Contractor is not liable unless:

- (a) written notice of a claim is received within 14 days after the date specified in 18.2, unless the Customer can show it was impossible to meet this deadline,
- (b) a lawsuit is filed within 9 months after the date specified in 18.2 (if the Contractor conflicts the claim).

18.2 The date shall be:

- (a) for loss or damage to Goods, the delivery date,
- (b) for other cases, the date of the event causing the claim.

19. Termination due to breach of contract

If any of the parties materially breaches its obligations under the contract, the party which is not in breach may terminate the contract with immediate effect and demand compensation for economical loss it has suffered as a result for such breach within the limitations described in stated in Clauses 14-17.

20. Miscellaneous Provisions

20.1 No delay or partial exercise of rights constitutes a waiver of rights.

20.2 Third parties have no rights under these general conditions or any contract between the Contractor and the Customer.

20.3 Changes must be in writing and signed by both parties.

20.4 These Conditions apply only to land-based services.

20.5 The parties shall at any time keep themselves informed of and comply with all laws, regulations and ethical standards which apply for their activities, including anti-corruption laws, data protection law and regulations and standards regarding HSE, worker safety and cyber security, and shall obtain and maintain such approvals and permits as are necessary for the conduct of their business at the port operated by the Contractor.

21. Confidentiality

21.1 The Customer and the Contractor shall throughout the duration of the contract and for a further 5 – five – years after the expiration of the contract treat all information regarding the contract or information that a party discovers about the other party's business under the execution of the contract as confidential and shall not disclose such confidential information to a third party without the prior written consent of the other party, unless such information:

- a) is already known to the third party in question; or
- b) has become publicly known; or
- c) is rightfully received from a third party without an obligation of confidentiality

21.2 The Customer and the Contractor may, however, use or disclose confidential information to a third party to the extent necessary for the performance of their obligations under the contract.

21.3 The provisions of this clause shall not prevent a party from disclosing information which is required to be disclosed by law, court order, or government regulation.

22. Applicable Law and Jurisdiction

22.1 These Conditions are governed by Norwegian law and parties submit to the courts of Norway.