

## 1. General

1.1. These General Terms of Purchase (the "Terms") shall apply to all deliveries of products and associated services, e.g. but not limited to development services (all collectively referred to as "Products") made to Rigtools ApS ("Rigtools").

1.2. The Terms shall take precedence over the supplier's ("Supplier") conditions of sale and delivery to the extent any such exists. This shall apply regardless of whether such conditions are referred to, for instance, in offers and order confirmations. This also applies in the event that the Supplier's conditions of delivery have not been expressly rejected by Rigtools. Receipt of the Products shall not be construed as a tacit acceptance by Rigtools of the Supplier's conditions.

1.3. The Terms are, in its most current version, available on: [www.rigtools.net/Termsofpurchase](http://www.rigtools.net/Termsofpurchase), just as it will be provided upon request.

1.4. Regardless of any references in purchase orders, advice of payment, or other documents as exchanged between Supplier and Rigtools, the most current version of the Terms, shall apply to a respective delivery.

## 2. Purchase orders and order confirmations

2.1. All purchase orders placed by Rigtools, shall be confirmed in writing by Supplier to be binding upon any of the parties. Unless otherwise agreed in writing, any order from Rigtools is binding for 8 calendar days from the date as specified in the order.

2.2. In the event of discrepancy between an order from Rigtools and the Supplier's respective order confirmation, the purchase order in question shall be deemed rejected. The fact that Rigtools has not reacted to a discrepancy in the Supplier's order confirmation shall not imply otherwise.

## 3. Delivery

3.1. Unless otherwise explicitly agreed, all deliveries shall be made DAP, according to INCOTERMS 2010, to the location as specified in the order. Unless otherwise explicitly agreed in writing, partial delivery shall not be permitted.

3.2. Delivery will be made no later than the date as specified in the order. If no time of delivery is agreed, Supplier must contact Rigtools in order for the parties to agree on a delivery date.

## 4. Price and payment

4.1. The price as specified in the order, and the corresponding order confirmation, shall be the full payment which Rigtools is obliged to pay to the Supplier for the Products in question, and shall include all costs connected with production and delivery, including fees, VAT, direct or indirect taxes, transport insurance, etc.

4.2. For the avoidance of doubt, the Supplier shall not be entitled to adjust the price after an order has been confirmed.

4.3. Unless otherwise explicitly agreed, the conditions of payment shall be net 45 calendar days from the date of invoice or the date of delivery, whichever comes last.

4.4. In case of defective deliveries, Rigtools shall be entitled to withhold all payments related to the defective Product(s) until such Product(s) have been replaced or repaired.

## 5. Warranties

5.1. Supplier warrants that the Product(s) are free from defects according to the agreed specifications, hereunder the specifications as referred to in an order or corresponding order confirmation, the state of the art, and the sustainability for purposes contemplated in the order or corresponding order confirmation.

5.2. Supplier warrants that the Product(s) will fulfil the agreed specifications and the sustainability for the purposes contemplated in the order or corresponding order confirmation, for a period of 36 months from the date of delivery of the Product(s) to Rigtools.

5.3. Additionally Supplier represents and warrants to Rigtools that any Product(s) or any use of the Product(s) does not violate any intellectual property rights belonging to third parties, and that Supplier owns or has the necessary rights, including intellectual property rights, to perform its obligations under these Terms.

5.4. Supplier carries the full design responsibility for Products developed to or for Rigtools. This applies regardless of Rigtools assistance regarding provision of request and/or specifications to the Supplier.

5.5. If Supplier breaches any of the representations and warranties as specified above in clause 5.1-5.4, Supplier shall keep Rigtools fully indemnified and shall ensure that Rigtools in all matters are put in the same situation as if the confirmed order had been fulfilled in accordance with its content. In case of a defect Product, Rigtools will in its sole discretion, determine if the Supplier should refund the price, repair or replace the defect product in question.

5.6. The Supplier is notified that Rigtools may resell and/or incorporate the Products into goods that Rigtools delivers to its customers. The Supplier thus accepts that the Products may not be inspected before the Products are used in the production of Rigtools or when the goods of Rigtools have been delivered to its customer. Upon receipt of the Products at Rigtools' plant, Rigtools only checks the Products or the packages hereof of easily visible damages. In the event a certificate is issued by the Supplier on the quantity or quality of the Products, the Supplier accepts that Rigtools does not inspect the correctness of such certificate in connection with delivery.

## 6. Delays

6.1. In the event that a delivery is delayed, or in the event that Supplier anticipates that it will be unable to deliver the Product(s) on the agreed date of delivery, Supplier must immediately notify Rigtools, stating the reason for the delay. Such notification does not relieve the Supplier from its obligation to deliver on time.

6.2. If Supplier does not deliver the Product(s) on the agreed date, Rigtools shall at its choice, be entitled to terminate the delivery according to the confirmed order, in whole or in part, with immediate effect. If delivery has not been made within eight (8) calendar days from written demand from Rigtools, the breach shall be considered material and Rigtools shall be entitled, but not obliged, to terminate all out-standing purchase orders, already confirmed by Supplier.

6.3. In addition to Rigtools' other remedies for breach of contract, according to law, or according to these Terms, Rigtools shall be entitled to, if a delivery is delayed or defect, receive payment of a penalty with effect from the agreed date of delivery and until non-defective delivery is effected, alternatively until the delivery according to the confirmed order is terminated.

6.4. The penalty shall be payable at a rate of one (1) per cent of the purchase price for the delayed/defect Products per commenced week of delay. The penalty shall be payable upon written demand made to the Supplier, or Rigtools shall be entitled to set off incurred penalties, against the purchase price for the delayed/defect products in question. The penalties shall maximum be an amount equal to ten (10) per cent of the purchase price for the delayed Products.

6.5. Supplier's obligation to deliver the Products, and Rigtools' right to claim compensation for expenses in connection with the delayed or defect delivery from the Supplier will not be effected in any way whatsoever by payment of penalties according to this clause 6.

## 7. Product liability

7.1. Supplier carries the full product liability for the Product(s) delivered to Rigtools, regardless of whether the product liability in question is fully or only partly attributable to the Products delivered by Supplier.

7.2. If Rigtools incur liability towards any third party for any damage as described in the preceding clause 7.1, Supplier shall fully indemnify and hold Rigtools harmless.

7.3. The Supplier warrants that it has taken out appropriate insurance covering the liability according to this clause 7. The insurance policy shall cover component damages. The Supplier shall each year in January forward a copy of the insurance policy to Rigtools. The Supplier shall inform Rigtools of any damage or event that has been notified to the insurance company under the insurance policy.

## 8. Confidentiality

8.1. Either party shall keep confidential any information received from the other party and pertaining to the Product(s) or the commercial relationship between the parties, always provided that the information received is not already provably known to the public.

8.2. Confidential information shall for the avoidance of doubt include all drawings, technical documents or other technical information relating to the Products, the production hereof and/or, submitted by Rigtools to the Supplier, prior or subsequent to an order. Such information or material shall remain the property of Rigtools and may not, without the written consent of Rigtools, otherwise be used for any other purpose than for which they were provided, be copied, reproduced, transmitted or communicated to a third party.

## 9. Ownership, testing equipment, tools etc.

9.1. Unless otherwise explicitly agreed between the parties, all intellectual property rights to the Products, hereunder including, but not limited to, the design, drawings, documentation etc, shall belong to Rigtools without limitation.

9.2. Testing equipment and tools which belong to Rigtools and which the Supplier has received from Rigtools or for which Rigtools has paid fully or partly shall be the property of Rigtools and shall only be used by the Supplier for the purpose of delivering Products to Rigtools.

9.3. Rigtools' testing equipment and tools shall be registered and marked with Rigtools' name. The Supplier shall keep Rigtools' testing equipment and tools in such a manner that they can be found and identified at any time. The Supplier shall be responsible for maintaining and insuring the equipment and tools. The Equipment and tools shall not be used, modified, sold or otherwise be disposed of unless agreed with Rigtools in writing.

9.4. Upon termination of the co-operation, the Supplier shall return all equipment, tools, documentation and other assets owned by Rigtools that may be in the possession of the Supplier. The Supplier shall not be entitled to exercise a lien.

## 10. Choice of law and venue

10.1. These Terms, and any purchase orders placed and confirmed in connection herewith, shall be governed by the laws of Denmark, without reference to its conflict of law principles. The parties explicitly agree to exclude the United Nations Convention on Contracts for the International Sale of Goods.

10.2. Any dispute, controversy or difference arising out of or in connection with these Terms, and any purchase orders placed and confirmed in connection herewith, shall be finally settled by arbitration in accordance with the rules of the Danish Institute of Arbitration. The arbitral tribunal shall be composed of three (3) arbitrators. The place of the arbitration shall be Randers, Denmark. The language to be used in the proceedings shall be English.

10.3. Regardless of the above in clause 10.1. and 10.2. mentioned, Rigtools may elect to take legal action against Supplier at Supplier's venue. In such case, said legal action shall be governed by the legislation applicable at the Supplier's venue, and the dispute shall be presented before the courts located here.