

GENERAL TERMS AND CONDITIONS FROM CONSILIUM MARINE US, INC Referred to as Consilium from hereon.

We reserve the right, at our sole discretion, to modify or replace these Terms at any time.

General

Unless otherwise agreed in writing, these general terms, and conditions (the "T/Cs") applies to all orders and deliveries from Consilium. The Buyers own terms and conditions shall only apply if accepted in writing.

In addition to the T/Cs, Orgalime General Conditions for the Supply, and Installation of Mechanical, Electrical and Electronic products ("Orgalime SE 01") are applicable. Orgalime SE 01 shall be supplementary to the T/Cs. In case of inconsistencies, the T/Cs shall prevail.

In order to exchange goods and services with Consilium, buyers are required to agree to abide by Consilium terms and conditions.

Quotations

Quotations are without obligation and are an estimate only. Unless otherwise indicated on the quote, the quotation is valid for a period of 30 days after it is issued.

Quotation validity is subject to a sanction screening process. In case subject should fail screening, Consilium reserve the right to retract the quote and refuse the purchase order.

Orders

Orders are considered an offer from the buyer and as acceptance of the terms and conditions identified in the quotation and will be accepted by Consilium issuing an order confirmation. An order confirmation is deemed approved by the buyer in its entirety unless objections are raised within three working days after receipt.

Orders may be rejected by Consilium until all the overdue accounts are settled by the customer. All orders can be canceled only before any Order confirmation has been issued by Consilium.

Service attendance will be only booked upon receipt of Purchase Order.

Terms of Delivery

The terms of delivery are as per contract or written agreement. If no terms are stated, the terms ex-works will automatically apply.

Prices

Prices are in USD Dollars unless quote reflects otherwise and are subject to change without notice. Prices are exclusive of taxes, VAT, duties, and similar levies, these will be added depending on local tax laws. All third-party cost and expenses relatives to a service will be charges at cost plus 10%.

Payment and related matters

After Consilium issue an invoice all the payments must be made according to the credit terms established for the customer. Any order will be processed on prepaid terms unless there are agreed credit terms. Credit Terms are subject to change without notice as per Consilium discretion. The Buyer is not entitled to set off the payment of any claim against Consilium.

Payments can be made by ACH, wire transfer or check. Credit Card are accepted for payments less than USD\$10000.00.

Extended delivery time and changes

If the Buyer fails to pay within the agreed time or delays the work by adding to or changing the order, Consilium may extend the delivery time by a period that in Consilium opinion is appropriate to the circumstances (normally such extension corresponds to the delay with an addition of 14 days).

Changes of delivery date or any other changes for deliveries to new building projects must be made latest 90 days prior to the shipment date. Changes for deliveries to retrofit projects must be made latest 14 days prior to the shipment date. For spare parts deliveries, change of delivery date or any other changes must be made latest two days prior to shipment.

Changes later than stipulated above will if at all accepted by Consilium - give Consilium right to charge additional costs and revise price and delivery time.

Default interest

If Invoices are not paid in accordance with terms, default interest will be charged on the overdue amount from the due date at the rate of one and one-half percent (1.5%) per month. In addition, all costs and expenses occurring because of the delay shall be borne by the Buyer.

Buyer's breach of contract

If the Buyer fails or, in Consilium opinion is likely to fail - to meet any obligation to Consilium, then Consilium may, in addition to and without prejudice to its other remedies (and without any compensation to the Buyer) cancel any outstanding order or any part of any contract which remains unperformed.

Consilium is entitled to compensation for all its loss (including indirect loss and consequential loss) in case of the Buyers breach of contract.

Guarantee

Consilium extends a guarantee that the delivered goods will be free from defects at the time of delivery. For spares parts the guarantee is valid for 12 months from delivery.

For installations, the guarantee includes an obligation to remedy all deficiencies due to defects by making repairs or replacing the defective part within a reasonable time. The comprises defects which appear within 18 months from delivery or 12 months from the date the installation has been commissioned and approved. The guarantee includes replacement of components and/or labour costs. The guarantee doesn't include traveling time and waiting time or traveling

cost or daily allowances. Consilium will charge such costs separately to the buyer.

The guarantee only applies if,

- I. Consilium own service engineers or service engineers authorized by Consilium have adjusted, tested, and commissioned the installation according to Consilium instructions.
- II. All loops and loop units are installed, according to "Salwico installation requirement" tested and found free from faults. The loops shall be connected to the central. The power shall be in the central but NOT connected. All definitions of outputs shall be done before delivery of central panel.
- III. If applicable, installation had been made under the supervision of a Consilium certified engineer,
- IV. If the goods are used normally and in accordance with Consilium instructions.
- V. Appropriate commission record is filled in and returned to Consilium.
- VI. Consilium is notified of the defect immediately upon discovery.

The guarantee doesn't cover,

- I. Consumables (batteries, beacons, backlights, magnetrons etc).
- II. Lamps and fuses nor costs for repairing of faults caused by malfunction of such items.
- III. Any O2 sensors with a manufactured date older than one year. An oxygen sensor installed in a gas detector circuit is always active, even when the detector is turned off. Therefore, if the detector is stored in air, the oxygen sensors lifetime will be severely decreased.

The guarantee is not valid for,

- I. External faults, earth faults caused by external faults or faults in the equipment caused by external faults.
- II. Transport damages and lost of the goods in transit from Consilium.
- III. Contaminated detectors.

Return Shipments/Products

Before sending any items in return to Consilium: Communicate with Consilium contact person to get the return approved and receive an RMA-number (Return Merchandise Authorization). The RMA-document must be filled in and placed with the product's inside the package. The RMA number should be clearly marked outside the package for identification. Consilium will decide if the return shipment is requested/necessary or not.

As Consilium supply safety products it is our policy NOT to accept packages in return with broken seal or without ESD protection into ordinary selling stock in Consilium. All return products should be new and unused and shall be packed as for overseas transport. We reserve the right to refuse returns of any product that doesn't meet the above return conditions in our sole discretion.

Products which have past EOL (End of Life) and products with limited lifetime such as batteries, gas sensor and test gases will NOT be accepted back to Consilium.

The response time from the Consilium is set to reply with results/decision of the assessment within 1-3 weeks depending on the product and amount of products returned. Reason for the required lead time is that some products will be forwarded to sub-suppliers for evaluation and therefore requires more time. Consilium standard requirement to all sub-suppliers is to receive test results within 4 weeks.

Consilium reserves the right to charge a restocking fee of 25% of the original price on goods returned plus shipping when these were ordered in error or when the buyer wishes to return if these are proved in working conditions and in the original packing.

Installation

Installation, commissioning, FAT, HAT or SAT is not included unless specifically quoted and agreed.

Drawings and documentation

Drawings, in addition to template installation drawings included in the manuals, are not included unless specifically quoted and agreed.

Force majeure

In addition to the circumstances outlined under section 67 of Orgalime SE 01 also,

- I. the situation where Consilium is unable to itself or via its subcontractors - acquire materials and other equipment needed to execute the delivery on terms reasonable for Consilium, and
- II. any other circumstance beyond Consilium or its subcontractors control that hinders delivery shall be deemed as a force majeure situation.

In all force majeure situations, Consilium is entitled to cancel the agreement or extend the agreed delivery period by an appropriate period without compensation to the Buyer.

Code of Conduct

Consilium expects the buyer complies at all time with the principles contained in the Consilium Code of Conduct, which is available at:
<https://www.consiliumsafety.com/wp-content/uploads/2019/06/Consilium-Supplier-Code-of-Conduct-EN-200409.pdf>.

Limitation of liability

Consilium is not responsible for any indirect or consequential losses. Nor will any penalties or fines be paid unless this has been agreed in writing.

Copyright

The Buyer is responsible and shall hold Consilium harmless for any breach of third-party rights related to patents, registered designs or the like both following the delivery of drawings, models, or other prototypes and in these cases in which a supplier undertakes design work.