

## PRODUCT SUPPLY AGREEMENT

This agreement (the “**Contract**”) has been entered into on the date both Parties have signed this Contract as set out below (the “**Effective Date**”) by and between:

**Heidelberg Materials Sement Norge AS**, Reg. No. 934 949 145, a limited liability company incorporated under the laws of Norway (“**Purchaser**”, also being referred to as the “**purchaser**” in the General Conditions); and

**Supplier AS**, Reg. No. 123 456 789 a limited liability company incorporated under the laws of Norway (“**Supplier**”, also being referred to as the “Supplier” in the General Conditions);

(each a “**Party**” and jointly as “**Parties**”, and also being referred to individually as a “**party**” and jointly as the “**parties**” in the General Conditions).

### 1. CONTRACTUAL DOCUMENTS

1.1 The Contract comprises the following documents:

1. This form Contract;
2. HMNE Suppliers Code of Conduct;
3. Specific Purchasing Instructions;
4. General Purchasing Conditions;
5. Technical specification;
6. Suppliers technical solution
7. Prices and payment plan

1.2 For the avoidance of doubt, the General Conditions shall apply to this Contract and between the Parties with the amendments set forth in this Contract. Consequently, all references to the Clauses of the General Conditions shall refer to such Clauses as amended by this Contract.

1.3 The contract documents are complementary and mutually explanatory of one another. In case of any conflict between information or provisions in the contract documents, they shall take precedence in the order listed above.

1.4 The Purchaser has entered into a grant support agreement with the government of Norway (the “**Government**”) (the “**GSA**”) pursuant to which the Government has provided subsidies to the Purchaser for the CCS facility. The Parties acknowledge that the provisions in Articles 4–13 of this Contract are required to be included in this Contract according to mandatory requirements imposed by the Government in the GSA. In case other mandatory requirements would need to be included in the

Contract due to the terms of the GSA, the Parties shall without delay after the Purchaser's request agree in good faith to include such reasonable terms.

## **2. THE PRODUCTS**

This contract concerns the delivery of "Analyser for online measurements of impurities in CO<sub>2</sub>". This includes all necessary services, including installation, training of operators, commissioning, testing, and putting scope of work into operation, as well as periodic maintenance and calibration.

The product and services are further described in the Technical Specification.

## **3. PAYMENT AND ADVANCE**

3.1 The consideration and payment terms are set out in the Prices and payment plan.

3.2 Unless otherwise agreed, all prices are quoted exclusive of Value Added Tax. All prices are quoted in Norwegian kroner.

3.1 The Seller shall invoice the Contract price after delivery of the Product to the Buyer.

The Purchaser shall pay the purchase price within forty-five (45) days from the receipt of an undisputed and properly issued invoice.

3.2 The invoice shall be addressed to Brevik CCS att: Tor Gautestad, Setreveien 2, 3950 Brevik. Invoice address: [invoices.nor@heidelbergcement.com](mailto:invoices.nor@heidelbergcement.com) (pdf-fil).

## **4. DELIVERY**

The Products shall be delivered DDP at Setreveien 2, 3950 Brevik, Norway, at the latest on (date)

Title and ownership of the Products shall be transferred to the Buyer when the relevant Products have been delivered and installed at the Buyers location.

## **5. PRODUCT LIABILITY**

The Seller shall hold the Buyer, its representatives, affiliates, agents and employees, and anyone using the Products, harmless from and against all consequences of all claims caused by death or personal injuries or damage to any property or any other losses caused by a defect in a Product, including damages caused to any property or products/equipment.

**6. KNOWLEDGE SHARING**

- 6.1 The Government (including government agencies or state-owned enterprises) may take initiative to establish a network for knowledge sharing or similar for carbon capture and storage projects. The Supplier shall if so instructed by the Purchaser participate to a reasonable extent in and contribute to such networks, including by sharing knowledge and experiences from the Assignment.
- 6.2 The Supplier shall in good faith cooperate with the Purchaser for the purpose of complying with the GSA. The Supplier shall thus at all times and as per the Purchaser's instructions provide its reasonable assistance to the Purchaser in the preparation of (i) profit-taking and knowledge-sharing reports, as well as experience reports, and (ii) final reports.

**7. IPR INFRINGEMENT**

The Supplier must:

- (i) notify the Purchaser in writing as soon as the Supplier becomes aware of any suspected, threatened or actual infringement of any intellectual property rights arising by reason of this Contract or the performance of the Assignment; and
- (ii) if so instructed by the Purchaser (in its own discretion):
  - (A) modify the performance of the Assignment or any other deliverable by the Supplier under this Contract, so that it no longer infringes the intellectual property right concerned
  - (B) indemnify, defend, protect and hold harmless, at the Supplier's cost, the Purchaser and its affiliates (as the case may be) from and against any claim for infringement of any intellectual property rights arising by reason of the performance of the Assignment; and/or
  - (C) provide all reasonable assistance the Purchaser may request to protect the intellectual property rights of the Purchaser.

**8. AUDIT RIGHTS**

The Supplier shall keep clear and separate accounts for its payment rights according to the Contract. The Purchaser and the Government shall at any time be allowed full and unrestricted access to such accounts at a detail level enabling them to determine whether the Supplier is entitled to payment in accordance with the Contract (e.g. cost verifications, time sheets and similar support documentation). Such accounts, including underlying documentation, shall be safely stored for a period of no less than 13 years after commissioning of the CCS facility. Payment made shall not affect the foregoing audit rights. Any proven incorrect payment shall be rectified whether or not in favour of the Supplier.

## 9. INSURANCE

The Supplier shall have customary insurance coverage for damage to individuals and property that may occur in connection with the performance of the Assignment.

## 10. COMPLIANCE

10.1 The Supplier shall at all times comply with Norwegian laws and regulations and such basic requirements for human rights, labour rights, ethics, social and environmental responsibilities that are set forth in key UN and ILO conventions.

10.2 The Assignment shall be pursued in compliance with internationally recognized fundamental environmental, labour and social standards described in Heidelberg Materials Supplier Code of Conduct attached as Attachment A, including as the case may be amendments implemented from time to time with respect to compliance related terms without any material effect on the Supplier's ability to perform the Assignment, available *inter alia* at [www.heidelbergmaterials.com](http://www.heidelbergmaterials.com). The Supplier assures that it will comply with Heidelberg Materials Supplier Code of Conduct in every respect.

10.3 The Supplier represents and warrants that:

- (i) it will at all times comply with all regulations prohibiting bribery, corruption, money laundering, extortion and tax evasion, to the extent such regulations could reasonably be presumed to be applicable to the Supplier and/or the Purchaser, including at all times all such regulations enacted, administered, imposed or enforced by the European Union or the U.S Government;
- (ii) neither itself nor any of its employees, assignees or other representatives, directly or indirectly has or will (i) promise, offer, pay, solicit or accept a promise of or request for bribes or kickbacks of any kind; (ii) utilize other techniques, such as subcontracts, purchase orders or consulting agreements to channel payments or other benefits to government officials, to employees of the Purchaser or to their relatives or business associates, with the intention to influence or induce the referred owner or employee to use his or her influence to assist in obtaining or retaining business or securing any improper advantage;
- (iii) it shall strictly comply with and adhere to all regulations pertaining to (i) import and export controls of strategic or sensitive items such as for example dual-use items and items on the U.S. Commerce Control List, and (ii) international trade and/or economic sanctions, that could reasonably be presumed to be applicable to the Supplier and/or the Purchaser, including at all times all such regulations enacted, administered, imposed or enforced by the United Nations Security Council, the European Union or the U.S. Government (jointly "**Trade Restrictions**");
- (iv) it has not and shall not, whether directly or indirectly through an affiliate, third party or otherwise, (i) sell, provide, export, re-export, transfer, purchase, lease, lend, consign or otherwise acquire, release or dispose of

any products or services under this Contract in violation of any Trade Restrictions, (ii) provide financial assistance to, enter into agreement or arrangement with or otherwise deal with any person or entity that is, or is owned or controlled by persons that are, the targets of any blocking or asset freezing measures under Trade Restrictions (“**Sanctioned Persons**”);

- (v) it shall in a diligent and appropriate manner, prior to entering into any agreement or dealing, verify that any person with whom the Supplier intends to do business in respect of any products or services under this Contract (including without limitations sub-suppliers, subcontractors, distributors, agents and dealers), is not a Sanctioned Person; and
- (vi) it is not (i) a Sanction Person nor (ii) directly or indirectly managed, owned or controlled by a Sanction Person.

10.4 The Supplier undertakes to promptly disclose to the Purchaser together with all relevant facts any directly or indirectly concluded, reasonably suspected or alleged violation of Article 10.3 above.

10.5 The Parties agree that any breach of this Article 10 that has or can reasonably be assumed to cause a materially adverse effect for the Purchaser shall be considered a material breach of this Contract.

## **11. PUBLIC ACCESS OF INFORMATION AND INFORMATION SHARING**

11.1 The Purchaser and the Government is entitled to disclose and make public any documentation or information included in or related to the Assignment, with the exception of trade secrets, or as otherwise explicitly agreed in writing between the Parties provided that such exemption from public disclosure is warranted pursuant to mandatory law. Information that, in the Supplier’s opinion, constitutes trade secrets must be designated as such when provided to the Purchaser.

11.2 Unless explicitly set forth in this Contract, the Purchaser is unrestricted to share any documentation or information included in or related to the Assignment with the Government (including its agencies or state owned enterprises and third parties engaged by the Government within the project).

## **12. CONFIDENTIALITY**

With the exception stated in Article 11 above, information exchanged between the Parties in relation to this Contract shall remain confidential and not be transferred to any third parties without the other Party’s prior written consent, unless such information:

- (i) was already known to the Party in question at the time the information was received;
- (ii) is or becomes publicly available without this being due to a Party’s breach of contract, including information that is public pursuant to the Freedom of Information Act (*Nw: Offentlighetsloven*);

- (iii) is received by a third party in a lawful manner without any duty of secrecy towards the other Party; or
- (iv) is required to be shared with a third party by a court or other public authority.

The duty of confidentiality under this Article 12 lapses five (5) years after the performance of the Assignment.

### **13. MEDIA RELATIONS**

Unless to the extent explicitly allowed pursuant to this Contract, the Supplier shall not publish information concerning the Assignment or this Contract without the Purchaser's written approval, which shall not be unreasonably withheld.

### **14. ENTIRE AGREEMENT**

All arrangements, commitments and undertakings in connection with the subject matter of this Contract (whether written or oral) made before the date of this Contract are superseded by this Contract and its appendices.

### **15. APPLICABLE LAW AND DISPUTES**

- 15.1 This Contract shall be governed and interpreted in accordance with the substantive laws of Norway, without recourse to its conflict of law rules.
- 15.2 Disputes that may rise in connection with or as a result of this Contract shall first be sought resolved amicably by negotiations between the Parties' representatives.
- 15.3 Disputes arising from this Contract, where the Parties fail to come to an agreement in accordance with Article 15.2, shall be decided by the ordinary courts. The first instance shall be the District court of Oslo.

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IN WITNESS WHEREOF, this Contract has been signed in two (2) originals, of which the Parties have received one each.

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Date:...05.02.2024

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Heidelberg Materials Sement Norge AS (*Purchaser*)

**Supplier** AS (*Supplier*)

Sign:.....

Sign:.....

Name: Tor Gautestad,  
Project Manager Brevik CCS

**Name:**  
**Project Manager**

Date:..... 05.02.2024

Heidelberg Materials Sement Norge AS (*Purchaser*)

Sign:.....

Name: Manuel Flores Palacios,  
Procurement Manager Brevik CCS