General Terms and Conditions

General provisions:

"The Supplier" refers to Bliksund AS, company registration number 996 101 894, or any affiliated subsidiaries, subcontractors, or agents acting on its behalf in connection with the delivery of products or services under these general terms and conditions (the "GTC"). Where applicable, the entity identified as the contracting party in the Agreement shall be deemed the Supplier for purposes of these GTC, including with respect to applicable law and jurisdiction.

"The Customer" refers to the individual, company, or organization that purchases or receives products or services from the Supplier under these GTC, including its employees, representatives, and authorized agents.

1.   Offer and Agreement

1.1   These GTC shall apply to all quotations, offers, legal relationships and other agreements under which the Supplier provides products and/or services to the Customer, regardless of their nature or designation. Deviations from and additions to these GTC shall only be valid if they have been expressly agreed in writing, for example in a License Agreement of Supplier.

1.2   All offers and other statements by the Supplier shall be without obligation, unless the Supplier expressly indicates otherwise in writing. The Customer warrants the accuracy and completeness of the measurements, requirements, performance specifications and other data on which the Supplier bases its offer and which have been provided by or on behalf of the Customer to the Supplier and acknowledges that any reliance by the Supplier on such information is at the Customer's risk.

1.3   The application of the Customer's purchasing or other terms and conditions is expressly rejected. Any reference by the Customer to its own general or purchase terms and conditions, including in correspondence or on purchase orders, shall have no legal effect.

1.4   If any provision of these GTC is null and void or annulled, the other provisions of these GTC shall remain in full force.

1.5   The Supplier may specify requirements for the form, authentication, or confirmation of communication or legal actions performed by email, including the designation of authorized email addresses or formats.

2.   Price and payment

2.1   All prices are exclusive of value-added tax (VAT), sales tax, or any other applicable duties, levies, or taxes imposed by any relevant governmental authority.

2.2   If the Agreement entails recurring payments, the Supplier may adjust its rates annually by providing the Customer with written notice at least three (3) months in advance. If the Customer

does not wish to agree to such an adjustment, the Customer shall, within thirty days after the notice, be entitled to terminate the Agreement before the date on which the adjustment would have become effective.

2.3   The Parties shall record in the Agreement the date or dates on which the Supplier shall charge the Customer the fee for the agreed performance. The Customer shall pay invoices in accordance with the payment conditions stated on the invoice. In the absence of a specific provision, payment shall be due within thirty (30) days of the invoice date. The Customer may not withhold, suspend, or set off payments, unless explicitly agreed in writing.

2.4   If the Customer does not pay the amounts owed in a timely manner, statutory interest shall accrue on the outstanding amount automatically, without any written demand or notice of default being required. If the Customer still does not pay following a written demand or notice of default, the Supplier may assign the claim for collection. In that case the Customer shall be liable for all associated costs, including judicial and extrajudicial collection expenses and reasonable fees of external experts, in addition to any statutory costs. If the Customer is (partially) ordered to pay by final judgment, it shall also reimburse the Supplier for any reasonable costs incurred in unsuccessful mediation efforts.

2.5   The Supplier reserves the right to adjust the aforementioned rates on an annual basis, using a relevant official consumer price index or other appropriate inflation measure applicable in the countries where the Supplier operates.

3.   Confidential information and privacy

3.1   Each Party shall keep all information received from the other Party that is known or reasonably should be known to be confidential strictly confidential, including after termination of the Agreement. The receiving Party shall use such information only for the purposes for which it was provided, and shall ensure compliance by its employees, agents, and subcontractors.

3.2   The Customer shall indemnify and hold the Supplier harmless from any third-party claims arising from the processing of personal data for which the Customer is the controller under applicable data protection laws, unless the Customer demonstrates that such claims are solely attributable to the Supplier.

3.3   The Supplier may use data generated through the Customer's use of the services in aggregated and anonymized form for the purposes of service improvement, benchmarking, statistical analysis, and developing industry insights, provided such data does not directly or indirectly identify the Customer or any individual.

4.   Retention of title and rights and related rights

4.1   All products delivered to the Customer shall remain the Supplier's property until all amounts owed by the Customer for the products delivered or to be delivered or work performed or to be performed under the Agreement, as well as all other amounts which the Customer owes due to a breach of its payment obligation, have been paid fully to the Supplier. A Customer acting as a reseller may sell and re-deliver all items subject to the Supplier's retention of title insofar as that is common in connection with its normal business operations. If the Customer processes or transforms the items delivered by the Supplier into a new product, such new product shall be deemed to have been created on behalf of the Supplier. The Supplier shall retain full ownership rights until the Customer has paid all amounts due under the Agreement.

4.2 As the occasion arises, rights shall always be granted or transferred to the Customer on the condition that the Customer has paid the agreed fees in full and on time.

4.3 Notwithstanding any obligation to deliver, the Supplier shall be entitled to retain possession of any goods, products, proprietary rights, documentation, databases, and (interim) results generated in connection with the Agreement until all amounts owed by the Customer have been paid in full.

4.4 Title shall not transfer to the Customer in case of licensed software or SaaS; only a non-exclusive right of use is granted under the terms of the Agreement.

5. Risk

5.1 The risk of loss or theft of or damage to products, software or data under the Agreement shall transfer to the Customer at the moment these have been made available to the Customer or to any person acting on behalf of the Customer.

6. Intellectual or industrial property rights

6.1 All intellectual and industrial property rights to software, websites, databases, equipment and other materials provided or developed under the Agreement, including but not limited to analyses, designs, documentation, reports, offers, and preparatory materials, shall exclusively vest in the Supplier, its licensors or its suppliers. The Customer is granted only the rights of use that are expressly provided in these Terms and Conditions or otherwise agreed in writing. Any broader or additional rights of use, including the right to reproduce, are explicitly excluded. Any right of use granted is non-exclusive and non-transferable.

6.2 Any transfer of intellectual or industrial property rights shall only occur if explicitly agreed in writing. If and insofar as such a transfer is agreed, this shall not affect the Supplier's right to use and exploit underlying concepts, principles, know-how, software components and reusable elements for its own purposes or those of third parties. Nor shall such transfer restrict the Supplier's right to independently develop similar products or services.

6.3 The Customer shall not remove or alter any proprietary notices, copyright statements, trademarks or other intellectual property markings from any materials provided under the Agreement.

6.4 The Supplier may implement technical measures to protect the software, including limitations on the duration or scope of use. The Customer shall not remove, bypass or otherwise interfere with such protective measures.

6.5 Subject to other provisions of these Terms and Conditions, the Customer may correct errors in the software if necessary for the intended use. "Errors" shall mean substantial failures to meet functional or technical specifications explicitly agreed in writing. Errors must be reproducible and demonstrable by the Customer, who shall notify the Supplier without undue delay.

6.6 The Supplier shall indemnify the Customer against any third-party cause of action based on the claim that software, websites, databases, equipment or other materials developed by the Supplier itself infringe an intellectual or industrial property right applicable in the jurisdictions in which the Supplier markets or delivers such materials under the Agreement, provided that:

(i) the Customer promptly notifies the Supplier in writing of such claims;
(ii) the Supplier is granted full control over the defence and any settlement negotiations; and
(iii) the Customer provides all cooperation and access required for such defence.

This indemnity shall not apply where the alleged infringement arises from: (a) materials provided by the Customer; or (b) modifications made by the Customer or third parties. If infringement is confirmed or likely, the Supplier may, at its discretion and expense, modify the materials, obtain a license, or, if neither is commercially reasonable, reclaim the materials with a credit for depreciation. Any broader liability for infringement is excluded.

6.7 The Customer warrants that it has the rights to provide the Supplier with any materials intended for use, adaptation or integration under the Agreement and shall indemnify the Supplier against third-party claims in this regard.

6.8 The Supplier may use data generated through the Customer's use of the products or services in aggregated and anonymized form for the purposes of service improvement, benchmarking, statistical analysis, and developing industry insights, provided such data does not directly or indirectly identify the Customer or any individual.

6.9 Any feedback provided by the Customer regarding the Supplier's products or services may be used by the Supplier without any restriction or obligation to compensate the Customer.

6.10 The products or services may contain components that are subject to open source licences. Such components are used in accordance with the applicable licence terms. By using the products or services, the Customer acknowledges that open source software may form part of the underlying technology. The Supplier shall provide information on the relevant open source licences upon request.

7. Cooperation by the Customer; telecommunications

7.1 The Customer shall always furnish the Supplier in a timely manner with all data or information which is useful and necessary to execute the Agreement properly and provide full cooperation, including furnishing access to its buildings. If the Customer involves its own employees in in the execution of the Agreement, such employees shall possess the required knowledge, experience, skills, and qualifications.

7.2 The Customer shall bear full responsibility of selecting, using and applying in its organisation the equipment, software, websites, databases and other products and materials and the services to be provided by the Supplier, and shall also be responsible for the monitoring and security procedures and proper system management.

7.3 If the Customer furnishes software, websites, materials, databases or data to the Supplier on a data carrier, this carrier shall meet the specifications prescribed by the Supplier.

7.4 If the Customer does not provide the Supplier with the data, equipment, software or employees necessary to execute the Agreement, or does not provide this in a timely manner or in accordance with the agreements made, or if the Customer otherwise does not fulfil its obligations, the Supplier shall be entitled to suspend (in whole or in part) the performance and to charge the resulting costs in accordance with its standard rates, all of this without prejudice to the Supplier's right to exercise any other legal right.

7.5 The Customer shall provide, free of charge, all facilities reasonably required by the Supplier's employees, including a workplace with computer and telecommunications access. The working space and facilities shall comply with all applicable statutory and other requirements and provisions concerning working conditions. The Customer shall indemnify the Supplier against claims by third parties, including the Supplier's employees, who, in executing the Agreement, suffer injury which is the result of acts or omissions by the Customer or of unsafe situations in its organisation. The Customer shall notify such employees in a timely manner of the company and safety rules applicable within its organisation.

7.6 If, in executing the Agreement, telecommunications facilities, including the Internet, are used, the Customer shall be responsible for properly selecting these and making them available in a timely and sufficient manner, except for those faculties directly used and managed by the Supplier. The Supplier shall never be liable for damage or expenses due to transmission errors, malfunctions or the non-availability of these facilities, unless the Customer proves that this damage or these expenses resulted from intentional acts or omissions or gross negligence on the part of the Supplier or its managers. If telecommunications facilities are used in executing the Agreement, the Supplier shall be entitled to assign access or identification codes to the Customer. The Supplier may change the assigned access or identification codes and the Customer shall keep such codes strictly confidential. The Supplier shall never be liable for damage or expenses resulting from misuse of access or identification codes.

7.7 The Customer shall ensure that any telecommunications facilities under its responsibility meet reasonable security and performance standards as required for the proper execution of the Agreement.

8. Delivery periods

8.1 All delivery or other periods indicated or agreed upon by the Supplier are based on information available to the Supplier at the time of entering into the Agreement and are to the best of its knowledge. The Supplier shall use commercially reasonable efforts to meet the stated or agreed delivery or performance periods. Exceeding such a period shall not in itself constitute default by the Supplier.

8.2 The Supplier shall not be considered in default unless the Customer has issued a written notice of default specifying a reasonable cure period.

8.3 The Supplier shall not be bound by any firm or non-firm delivery periods in the event of changes in the scope or content of the Agreement (such as additional work or revised specifications), or in case of circumstances beyond its control arising after the Agreement was concluded.

8.4 If any delivery or performance period is likely to be exceeded, the Supplier and the Customer shall consult with each other as soon as possible to assess and mitigate the impact of such delay.

9. Termination of the Agreement

9.1 Each Party may terminate/rescind the Agreement, in whole or in part, with immediate effect if the other Party materially breaches its obligations under this Agreement and fails to cure such breach within a reasonable period following a written notice of default that describes the breach in reasonable detail.

9.1   If the Agreement has been entered into for an indefinite term, either Party may terminate it by giving at least one (1) month's prior written notice, following good faith consultation and stating its reasons.The Parties shall never be liable for damages for terminating the Agreement.

9.3   In derogation from any statutory provisions of a non-mandatory nature, the Customer may only terminate an Agreement as expressly provided for in these Terms and Conditions or in the Agreement itself.

9.4   Each Party may terminate the Agreement in whole or in part, with immediate effect and without notice of default, if the other Party is granted a suspension of payments, files for bankruptcy, is declared bankrupt, or ceases its operations for reasons other than a corporate restructuring. In such cases, any rights of use granted to the Customer shall automatically lapse by operation of law. The Supplier shall not be liable for any damages resulting from such termination.

9.5   Upon termination, any obligations already performed by the Supplier and related payment obligations shall remain in effect, unless the Customer demonstrates that the Supplier is in default with respect to those obligations. Invoices issued for such performance shall be immediately due and payable. Termination of the Agreement shall not result in any obligation to reverse or undo any performance already rendered (no restitution obligations), except to the extent required by mandatory law.

10.   The Supplier's liability; indemnity

10.1   The Supplier's total liability for imputably failing to perform the Agreement shall be limited to compensating direct damage, not exceeding the price agreed (exclusive of VAT) for the relevant part of the Agreement. If the Agreement is primarily a continuing performance agreement with a term exceeding one year, the price stipulated for the Agreement shall be set at the total of the fees (exclusive of VAT) stipulated for one year. The total compensation for direct damage shall not, however, in any case exceed EUR 500,000 (five hundred thousand euros). "Direct damage" shall solely mean:

   a.   reasonable expenses incurred to bring the Supplier's performance into conformity with the Agreement, provided that such compensation shall not be owed if the Agreement has been rescinded by or at the initiative of the Customer;

   b.   reasonable expenses which the Customer has incurred out of necessity to keep its old system or systems and related systems or components operating longer because the Supplier did not provide delivery on a firm delivery date which was binding for it, minus any savings resulting from the delay in delivery;

   c.   reasonable expenses incurred to determine the cause and scope of the damage, insofar as the determination relates to direct damage within the meaning of these Terms and Conditions;

   d.   reasonable expenses incurred to prevent or mitigate damage, insofar as the Customer demonstrates that these expenses resulted in mitigation of direct damage within the meaning of these Terms and Conditions.

10.2   The Supplier's liability for injury or damage through death or bodily injury or because of material damage to tangible property shall never exceed EUR 500,000 (five hundred thousand euros).

10.3 The Supplier's liability for consequential damage, consequential loss, lost profits, lost savings, loss of goodwill, damage through business interruptions, damage ensuing from claims by the Customer's customers, mutilation or loss of data, damage relating to the use of objects, materials or software of third parties prescribed by the Customer for the Supplier, damage relating to engagement of suppliers prescribed by the Customer for the Supplier and all other forms of damage or injury besides those mentioned in Article 10.1 and 10.2, on any account whatsoever, shall be excluded.

10.4 The limitations mentioned in the preceding paragraphs of this Article 10 shall not apply if and insofar as the damage or injury is the result of intentional acts or omissions or gross negligence by the Supplier or its managers.

10.5 The Supplier's liability because of an imputable failure to perform an Agreement shall in all cases only arise if the Customer immediately and properly provides a written notice of default to the Supplier, with a reasonable time period for remedying the failure being given and the Supplier still imputably failing to perform its obligations after that period as well. The notice of default must describe the alleged breach in sufficient detail and specificity to enable the Supplier to investigate and remedy the issue within the given period.

10.6 For any right to damages to exist, the Customer must always report the damage or injury to the Supplier in writing as soon as possible after it occurs. Any claim to damages against the Supplier shall be extinguished by the mere lapse of 24 months after the claim arises.

10.7 The Customer shall indemnify the Supplier against all third-party claims because of product liability ensuing from a defect in a product or system which has been delivered by the Customer to a third party and which partly consisted of equipment, software or other materials delivered by the Supplier, except if and insofar as the Customer proves that the damage or injury was caused by that equipment, software or other materials.

10.8 The provisions in this Article shall also apply for the benefit of all legal and natural persons utilised by the Supplier in executing the Agreement.

11. Force Majeure

11.1 Neither Party shall be obliged to perform any obligation under the Agreement if prevented from doing so due to a situation of force majeure. Force majeure shall include, but not be limited to, circumstances affecting the Supplier's own operations or those of its suppliers, including supplier default, interruptions in telecommunications or utilities, cyberattacks, or defects in equipment, materials, or software required by the Customer.

11.2 If a force majeure situation continues for more than ninety (90) days, either Party shall be entitled to terminate the Agreement by written notice. In such case, any performance already rendered under the Agreement shall be settled proportionally, and neither Party shall owe any compensation to the other.

12 Applicable law and disputes

12.1 These GTC and the Agreement between the Supplier and the Customer shall be governed by the laws of the jurisdiction in which the Supplier is legally established. The United Nations Convention on Contracts for the International Sale of Goods (CISG, 1980) shall not apply.

12.2   Any dispute arising out of or in connection with the Agreement shall be finally settled by arbitration in Oslo, Norway, under the Rules of Arbitration of the Oslo Chamber of Commerce (OCC), or such other institution as the Parties may agree in writing. Nothing in this clause shall prevent either Party from seeking interim or protective relief from a competent court.

12.3   Prior to initiating arbitration, either Party may propose mediation in accordance with the rules of the OCC or another mutually agreed forum. Mediation shall be non-binding, unless otherwise agreed by the Parties in writing, and shall not preclude either Party from commencing arbitration proceedings.