



Pon Power AS
Bølerveien 60
2020 Skedsmokorset
P.O box 64, 2021 Skedsmokorset, Norway
Tel. +47 23 17 05 00
www.pon-cat.com

Version 03 (draft 01)

**Customer Service Agreement
(CSA)
between**

**Pon Power AS
(org no 940 280 176)
hereinafter called the Supplier**

and

**Digiplex Holtskogen AS
(org no 922 735 573
Holtskogen 31, 1825 Tomter)
hereinafter called the Customer**



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1 Scope and purpose of the CSA

The parties agree that the Supplier is responsible for delivering service and parts to the installations and products listed in **Appendix 4**.

2 Conditions

2.1 General

The Supplier undertakes to provide technical and electrical service on the equipment and in collaboration with the Customer to meet spare parts and service assistance requirements by providing defined deliveries as described in the CSA.

During the contract period, the Supplier undertakes to send a service technician to carry out the number of service assignments specified in the CSA.

With the exception of fixed prices specified in **Appendix 4**, the Supplier's regular prices minus the discount specified apply. The Supplier's current regular service prices at the time this CSA was entered into are shown in **Appendix 5**.

2.2 Response times

The Supplier is obliged to give the Customer priority over other customers without a CSA. The Supplier responds as quickly as possible to the Customer's request and guarantees the following response times:

Engine location:

Holtskogen, Norway

The Supplier will provide 24/7h service to the customer.

The Supplier guarantees the following response times:

In the event of a shutdown:

First line support - Qualified technical support by telephone:	15 minutes
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Second line support - Personnel on site:	4 hours
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Dispatch of all spare parts stored in Oslo:	4 hours
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Dispatch of CAT spare parts stored in Grimbergen, Belgium:	24 hours
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Dispatch of CAT spare parts stored in Morton, USA:	72 hours
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All other types of requests:

Response to t requests:	1 working day
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Personnel on site:	2 working days
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Dispatch of all spare parts stored in Oslo:	3 working days
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Dispatch of CAT spare parts stored in Grimbergen, Belgium:	5 days
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Dispatch of CAT spare parts stored in Morton, USA:	14 days
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Delivery of non-CAT parts follows the relevant subcontractor's delivery times.

Shutdown means that one or more of the generators covered by the CSA is not working (including not starting or failing to run) – both generator failing to start and generator stops while running is considered a shutdown. The word "generator" refers to the generator set; both engine, generator and a control system.

All response times for delivery of parts are understood to be "ready for dispatch", Ex-works" (EXW), Pon Power locations in Oslo.



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24 h service charge is specified in **Appendix 4**. If the Supplier is unable to comply with the response time in connection with a shutdown, the Customer will not have to pay the additional 24/7 service charge for the specific situation.

If parts are not in stock at any of the aforementioned locations, the Supplier must, to the best of his ability, keep the Customer informed of the expected delivery time.

2.3 The Customers Access, Authorization and Security details

Access Arrangements:

Via front entrance, report to reception upon each visit.

Approved change control and work permit has to be obtained before work can commence at site; corresponding information has to be at the reception for reference otherwise access will be denied.

Onsite induction:

The Contractor should adhere to all relevant onsite controls outlined in the onsite induction and in the Safety Rules and Codes of Practice.

Site Access:

DigiPlex operates a secure data center facility. All visitors must be pre-approved before access to site shall be given.

Risk Assessment:

DigiPlex operates a Safe System of Work on its sites using a proprietary web based tool known as portal at Digiplex.com. All work on site is approved using this system. Suitable and sufficient Risk Assessments and Method Statements (RAMS) for all works must be provided in advance by the Contractor for Approval. The preferred method of submission is for the Contractor to be registered to the system to allow the submission of RAMS and access requests electronically. If the Contractor wishes to become registered on the system further details can be provided.

Alternatively, by agreement suitable and sufficient RAMS may be submitted by e-mail to the designated contact person in Digiplex for assessment.

Security Details:

Security clearance will be required for all operatives who work on site. Proof of identification will be requested and may be retained whilst on site.

Parking Details:

Cars shall be parked only in spaces as directed by the site receptionist.

2.4 Telephone service / 24-hour service

During office hours (08.00–16.00) on working days, the Customer can contact the Supplier's service personnel as shown in **Appendix 2**.

Outside the Supplier's office hours, the Customer can contact the Supplier via the Supplier's 24-hour service telephone **815 30 300**. The customer can use this Service free of charge so long as the enquiry relates to shutdowns or is in order to prevent probable, future shutdowns on any installation covered by the CSA. If this is not the case, the Supplier is entitled to charge the Customer in accordance with the Supplier's current regular prices for this service (**Appendix 5**).

2.5 Technical Training

The Supplier provides technical training annually on operations and preventative maintenance of the Engines at the Customer's premises at Holtskogen in Norway.

The technical training will be specially designed for the crew and those individuals who are



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responsible for operations of the Engines.

Training is given by Pon Power employees sharing their long experience in the field.

The Fixed Price for this Service is shown in **Appendix 4** and it applies to a maximum of 6 participants.

The Contractor will supply on-site training to the site based maintenance personnel on an annual basis as part of their maintenance tasks. This training will include the following:

- System overview. System theory.
- System as applied at Digiplex, including:
 - Interface with other systems.
- Safe systems of operation, including:
 - Personnel safety.
 - Business continuity.
- Inspection of the system.
- Operational training, including:
 - Inspection.
 - Control/operation.
 - Maintenance requirements.
 - Fault conditions – including interrogation and re-setting.
- Demonstration of the operators manual.
- Practical/hands on.
- Contact details including:
 - During normal working hours.
 - Out of normal working hours.
 - Escalation procedure.
- Statutory and recommended third party inspection routines.
- Questions and answers.

2.6 Periodic inspection

The Supplier performs the technical inspection as described in **Appendix 6**, prices and timeframe are stated in **Appendix 4**.

After the visit, the Supplier prepares a report containing a status report and advice regarding possible measures. These measures may consist of matters that are to be repaired immediately, corrected during the next planned maintenance call, or work that must be carried out by issuing a “call for other service assignments” as stated in section **2.7**

In cases where the periodic inspection includes function test and load test, the Customer is responsible for having system operators present and able to take the necessary actions to have the tests performed.

2.7 Calls for other assignments

In the event of any need for repairs besides the agreed planned maintenance intervals or in the event of other requests, the Customer is to be given priority over other customers without a CSA. The price will be calculated in accordance with the Supplier's current regular prices, minus the agreed discounts stated in **Appendix 4**.



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2.8 Spare parts

Parts that are not included in the agreed service- or parts deliveries must be ordered by the Customer, and will be invoiced in accordance with the Supplier's current regular prices, minus the agreed discounts stated in **Appendix 4**.

2.9 Operations and maintenance

The Customer is responsible for the day-to-day operation and maintenance of the installation, and for complying with all the engine manufacturer's official guidelines and Supplier recommendations regarding operations. The Customer should in all contexts operate the engines so as to prevent abnormal wear and tear.

The Customer is responsible for ensuring that all maintenance tasks are carried out as planned, and should call the Supplier if the Customer does not have the capacity to do so himself.

2.10 Price and terms of payment

All prices are stated in Norwegian kroner.

Prices and discounts specified in the CSA cannot be combined with prices or discounts presented in other direct or indirect agreements between the Supplier and the Customer. In the event where the Suppliers campaigns are more favourable than the prices specified in the Service Agreement, the Customer may choose to use the campaign prices without this affecting the Service Agreement.

In the event of late payment, the Customer is obliged to pay interest on arrears in accordance with Norwegian law. If correct payment has not been made within 45 days of the due date, the Supplier is entitled to revoke the CSA. Alternatively, the Supplier can demand that payments be made in advance by the Customer.

The Supplier is entitled to update and amend the fixed prices and the Suppliers standard prices for parts and labour preferably in January and July of each year, based on Caterpillar's and the Supplier's price changes.

Documented delays experienced by the Suppliers service personnel that are caused by the Customer will be invoiced in addition to stipulated prices and in accordance with the Suppliers currently applicable rates.

The Supplier is entitled to invoice the Customer for any additional work beyond that included under standard work, in accordance with the Supplier's regular prices minus the agreed discount stated in **Appendix 4**.

All prices are stated exclusive of value added tax, customs duties, other public charges and include delivery to the address specified in this agreement. The prices are also exclusive of freight charges, travel expenses, visa fees and accommodation expense, unless otherwise stated in **Appendix 4**.

Unless otherwise stated, the service assignments will be invoiced when delivered. Advanced payments and/or partial payments can be required on substantial assignments.

Invoice payment terms are agreed to be net 30 days.

2.11 Reservations

In connection with performance of a fixed price service, the Supplier is entitled to invoice the Customer when unexpected repairs are required, for instance due to:

- Faulty installation of parts or installation of incorrect parts executed by parties other than the Supplier
- Overload or other types of incorrect engine operation
- Inadequate maintenance on the part of the Customer



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- Use of incorrect fuel or lubricants

The price will be calculated in accordance with the Supplier's current regular prices minus the agreed discount stated in **Appendix 4**.

It does not imply that the Supplier can be held responsible to indicate and repair failures due to one of these situations. Neither will the warranty on the Supplier executed services apply for these situations.

2.12 Health, Safety and Environment (HSE)

The Customer is responsible for ensuring that the Supplier's personnel are at all times able to travel, work and stay safely during visits to the place of service. The Supplier undertakes to familiarise himself with the Customer's safety provisions and to comply with these. The Supplier makes the Customer aware that extra costs may be incurred if working conditions are not arranged so that the work can be performed safely.

The Customer is responsible for HSE activities on site and shall ensure that all necessary equipment is available for the safe handling of chemicals, detergents and in connection with hot work etc.

The Supplier reserves the right to cancel and/or postpone travel and maintenance work if the Supplier considers that this could subject the Supplier's personnel to danger, e.g. in connection with the risk of hijacking, terrorist attacks etc. The Customer cannot lodge any claims against the Supplier as a result of this.

2.13 Terms of delivery and liability

Unless otherwise explicitly stated or implied by this CSA, all deliveries and performances are made in accordance with the Supplier's general terms of delivery included in **Appendix 3**.

Delays incurred in connection with travel, customs processing, actions by public authorities etc. that lie outside the control of the Supplier are not included in the stated delivery times and response times.

2.14 Insurance

Both parties shall take out ordinary third-party insurance covering any liability the party in question may incur in respect of the other party and its employees, as well as in respect of subcontractors and subcontractor's employees.

3 Commencement, validity and termination

The CSA is valid for three (3) years unless one of the parties terminates the agreement by giving a three-month (90 days) period of notice. Notice for termination of the agreement shall be in written form sent per email or post to the other party. Notice to Pon Power shall be sent to their Contract Supervisor mentioned in **Appendix 2**: The Suppliers' contacts. Termination will be effective after the 90-days period of notice and all applicable discounts expires on the same date.

The CSA can be revised annually.

Beyond this, either party is entitled to terminate the CSA with immediate effect if:

- The other party goes into compulsory liquidation, or if on the basis of an implemented stoppage of payment, injunctions etc. there is a danger that the party in question will go into compulsory liquidation
- There is a considerable change in ownership structure or the share capital of the other party.



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4 Breach of contract, damages and revocation of the agreement

Under the terms of the framework stated in section **2.13** concerning "Terms of delivery and liability", either party can claim damages from the other party if the other party is in breach of its obligations.

Either party can by written notice change the service level due to substantial breach of the other parties obligations in this agreement.

Either party can cancel the agreement by written notice if one of the parties is in long term substantial breach of its obligations and the breach is not corrected after the above mentioned change in service level.

In connection with performance of the CSA, the Supplier can provide advice and guidance on a variety of matters, e.g. proposals concerning maintenance intervals that deviate from the manufacturer's recommendation. Such advice and guidance shall in any case only be deemed to constitute recommendations by the Supplier where it is the Customer that makes the final decision. The Supplier provides such advice solely on the basis of what the Supplier feels is professionally acceptable and no liability may be invoked against the Supplier if the Customer incurs

5 Transfer

Neither party may transfer their rights and obligations under the terms of the CSA without the prior written consent of the other party. The Supplier's right to compensation may be freely transferred by the Supplier.

6 Acceptance of law

This CSA is subject to Norwegian law, with Oslo District Court as home venue.

7 Confidentiality

Each party agrees to take reasonable steps to prevent the duplication or disclosure of confidential information of the other party or the other parties customers or subcontractors.

8 Acceptance

Two identical copies of this CSA will be signed and each party shall retain one copy.

for the Customer:

Date:

Pål Rune Viken, Operations Manager
21/12-2020

Digiplex Holtskogen AS

for the Supplier:

Date: 18.12.2020

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9 Appendices

Appendix 1:	Revision log
Appendix 2:	Contacts
Appendix 3:	The Suppliers General Terms and Conditions
Appendix 4	Installations covered by the agreement, chosen services, fixed prices and discounts
Appendix 5:	The Suppliers regular price list
Appendix 6:	Scope of periodic inspection



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Appendix 1 Revision log

Date	Version	Description of revision
02.12.2020	03	Added text at bottom of App6. Updated App4a Moved text regarding load bank test from App6 to contract page 14



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Appendix 2 Contacts

Supplier's contacts

Name	Function	Telephone	E-mail
Jon Gjærum	Account Manager EPG	+47 92259102	jon.gjarum@pon-cat.com
Bjørn Erik Solberg Jacobsen	Service coordinator Electro	+47 95831390	bjorn.erik.jacobsen@pon-cat.com
Johnny Loken	Parts Sales Rep., Cat	+47 90685810	johnny.loken@pon-cat.com
Anna Fransson	CSA Supervisor	+47 906 74 764	anna.fransson@pon-cat.com
Switchboard		+47 23 17 05 00	

Critical errors contacts Supplier

Escalation	Name	Function	Telephone	E-mail
1		24h service telephone	815 30 300	power.no@pon-cat.com
2	Bjørn Erik Solberg Jacobsen	Service coordinator Electro	+47 958 31 390	bjorn.erik.jacobsen@pon-cat.com
3	Jarle Midtbust	Project engineer EPG	+47 948 71 476	jarle.midtbust@pon-cat.com
4	Kristian Dæhlen	EPG manager	+47 918 06 295	kristian.dahlen@pon-cat.com

The Customer's contacts

Escalation	Name	Function	Telephone	E-mail
Primary Contact	TBA			
Secondary Contact & 1 st Agreement contact	Geir Vistung	Site manager	+47 901 20 403	gvistung@digiplex.com
Secondary Agreement contact	Pål Rune Viken	Operations Manager	+47 916 23 897	pviken@digiplex.com
Invoice	<i>delivered via the EHF protocol</i> Invoice address: c/o DigiPlex Norway AS, Ulvenveien 82E, 0581 OSLO			faktura@digiplex.com

Appendix 3: The Suppliers general terms and conditions

1. VALIDITY

These general terms apply unless otherwise provided for by written agreement. The terms may be changed by Pon Power.

2. PRIVACY AND PERSONAL DATA

2.1 Parties shall render their full cooperation in order to enable the other party to fulfil its obligations under the applicable relevant laws and regulations in respect of the protection of personal data.
 2.2 In performing its obligations in the course of the Agreement, Supplier shall comply with any and all applicable relevant laws and regulations in respect of the protection of personal data relating to Customer.
 2.3 Supplier shall process personal data relating to Customer only on behalf of Customer, in so far as required for the performance of its obligations under the Agreement.
 2.4 Supplier shall implement appropriate technical and organizational measures to protect personal data relating to Customer against unauthorized or unlawful processing.
 2.5 If deemed necessary, the Pon Data Processing Agreement shall be attached as Attachment to these Terms and conditions of sale by Supplier and signed by Customer

3. OFFER

All offers are without obligation. PP is only obliged to deliver when PP's order confirmation has been sent to the customer.
 PP is obliged to deliver according to offers given. However, change requests from customer and/or normal delays/adjustments shall be allowed.

4. SPECIFICATIONS DRAWINGS AND TOOLS

4.1 Illustrations, specifications and technical data such as weight, dimensions, volume, performance, power requirements, etc. in brochures and other promotional materials are for information only, and should only be taken as a guide. The drawings included with the tender and delivery may not be reproduced. Similarly, these and possible accompanying artwork and printed matter must not be made available to third parties unless prior written consent by PP. In case the tender is not accepted, the customer is obligated to return all design drawings.
 4.2 Tools that are provided together with parts under this agreement shall be returned to PP as soon as possible after the work has been performed. If the tools have not been returned by the time that PP issues the first invoice the value of the tools will be included in the amount payable by the customer and included in the invoice. When/if the tools are returned to PP after the first invoice has been issued PP will issue a credit note to the customer, minus the value of any damage to the tools.

5. DELIVERY TIME AND DISPATCH

All delivery times are approximate and announced with the delivery times current for PP's suppliers and subject to the item not being sold before confirmation from PP, except otherwise is set out in the agreement between the parties cf. clause 13.

6. FORCE MAJEURE

PP shall not be responsible for force majeure events that influence PP's performance under this agreement, both when such events are general and when they impact PP, PP's subcontractors or the plant selected to process the sales item. Force majeure events also comprises traffic difficulties which impact assumed mode of transport or road, and rejection of large work pieces, reduction in the

supply of power, labour conflict, military mobilisation, requisition, confiscation or currency, export and import restrictions, travel restrictions or dissuasion of travel by the Ministry of Foreign Affairs or similar institutions or PP's Country Evaluation Process advises against travelling, or other events that influences PP's performance under this agreement that PP could not reasonably be expected to take into account at the time of entering into the agreement or to avoid or overcome the consequences of such events. In cases where PP declares Force Majeure, the customer shall be entitled to make the affected purchase from others than supplier regardless of commitment otherwise entered into under this agreement. The previous sentence shall only apply if the Force Majeure situation causes substantial delays in approximate or guaranteed delivery time and the customer is able get the equivalent delivery from other suppliers before the delivery from PP.

7. RESTRICTIONS, SANCTIONS AND EXPORT CONTROL

7.1 Customer shall comply with all applicable laws, rules and regulations including any applicable export controls, sanctions, embargoes or other restrictions, in relation to any goods supplied by the Supplier under this Agreement.
 7.2 The Customer warrants that any goods delivered by the Supplier shall not be re-exported, sold, transferred or used in breach of the aforementioned laws, rules and regulations in 7.1.
 7.3 The Customer shall indemnify, defend and hold harmless the Supplier and its affiliates against any and all claims, losses, damage, costs, penalties, and/or fines whatsoever suffered by the Supplier resulting from breach of the aforesaid warranty.

8. DELIVERY AND TRANSFER OF RISK EXW (EX WORKS)

8.1. Delivery terms and conditions are Ex Works (Incoterms®2010) at PP's warehouse in Scandinavia (Sweden, Denmark or Norway). The former applies even if PP is arranging the delivery, as set out below in clause 8.2 last sentence on behalf of the Customer.
 8.2. For the avoidance of doubt, unless otherwise agreed in writing, loading and dispatch is at the customer's risk and expense and PP cannot be held liable for any irregularities, including delays, loss or damage to the shipment. Upon written request, PP will be able to help arrange shipping and insurance on behalf of the customer and at the customer's expense and risk.

9. SALES LIEN

PP has sales lien in sold parts and equipment until the purchase price plus any interest and costs are paid in full. The customer must not actually or legally dispose of sales items in a way that may influence the validity of PP's sales lien. Cheques or other payment instructions are not considered as payment until they are fulfilled in their entirety.

10. PRICES

Unless otherwise agreed in writing, the price on the day of delivery applies. All prices comprise, unless otherwise explicitly specified, delivery Ex Works at PP's warehouses in Scandinavia. PP has always the right to change prices due to price changes from PP's Suppliers and shipping costs and charges imposed by public bodies. In the case of tariff changes, which are introduced before the product is imported; the difference is charged or credited to the customer.

11. RETURN OF PARTS (NOT CLAIMS OR WARRANTY)

11.1. All returns must be approved in advance by PP and be labelled with a return number and a covering letter. Parts returned must be unused, in stock at PP's warehouse and in fully marketable condition. There must be no damage to the original packaging and packing slip for each part returned. Returned parts must physically be received by PP within 90 days after the time of delivery.

11.2. Returns that do not comply with clause 11.1 shall be deemed as a repurchase by PP that requires an individual agreement entered into before the return. The value of the returns is then determined in each case by PP and the amount credited to the customer's account.

11.3. Return shipping takes place at the customer's risk and expense. Cash-on-delivery shipments billable to PP or equivalent will be rejected. Any discounts will be deducted before any return costs are calculated.

11.4. The Customer will not be credited in the event of return of:
 small parts with a value of less than NOK 500 per part number/ item number, and/or parts of gasket sets and composed units.

11.5. When returning goods that apply with clause 11.1 the customer will be credited as set out below:

Applicable to MaK: If the goods have been received by PP within 30 days after the delivery date cf. clause 7, The customer will be credited 90% of the invoice value;
 between 30 and 90 days after the delivery date cf. clause 8, the customer will be credited 85% of the invoice value. Applicable to CAT: If the goods have been received by PP within 30 days after the delivery date, the customer will be credited 80% of the invoice value; between 30 and 90 days after the delivery date cf. clause 8, the customer will be credited 70% of the invoice value.

For return of part included in the CSA fixed price, over haul scope the parts will be credited 100% of the invoice value.

12. PAYMENT TERMS

12.1. The terms of payment are 30 days after invoice date. PP has at any time the right to demand prepayment of up to 100% of the value of the estimated service work, travel cost and usage of parts.

12.2. If payment is delayed, interest is charged pursuant to the Act relating to interest on overdue payments (Act dated 17 December 1976 no. 100).

13. DELAY AND RIGHT OF CANCELLATION

13.1. The specified delivery time is either guaranteed or provided as a guideline. Delivery time is only guaranteed if it is expressly stated in the written text of the agreement. If not, the delivery time is always intended as a guideline. Should PP become aware that delivery will not take place within the framework of the delivery guideline - or the guaranteed time - PP should notify the customer about the delay, the reason for the delay, and if possible, provide a new delivery date.

13.2. In the presence of force majeure, cf. item 6, the delivery time is extended by the period of time in which the force majeure situation lasts.

13.3. If the agreed delivery time - suggested or guaranteed - is exceeded by 2 months or more, the customer has the right to cancel the purchase agreement. In the event of such cancellation, the customer is entitled to be reimbursed of any remuneration it has prepaid to PP, but is not

entitled to any other compensation or damages for direct or indirect loss.

13.4. If the sale item is wholly or partially provided form one of PP's suppliers or a subcontractor – the customer only gets the right to cancel the purchase agreement upon delay cf. this clause 13.3, if PP has the right to cancel the contract with its supplier or subcontractor because of the same delay.

13.5. These provisions apply in place of sections 22-27 and 29 of the Sale of Goods Act.

13.6. If PP cannot deliver or has not delivered within the guaranteed delivery date specified for the customer cf. clause 13.1, PP shall provide the customer with best possible estimate and update of delivery time. If the new delivery time exceeds 2 month after original delivery time, PP & the customer may terminate the order without any other economic consequences except that PP has an obligations to refund any advanced payment done by the customer.

14. COMPENSATION FOR DELAYED DELIVERY

14.1. PP takes no responsibility in case of delayed delivery and PP will not compensate the customer for any direct or indirect losses.

14.2. If the guaranteed delivery time is not met, penalty is paid and - unless otherwise agreed in writing - calculated as 0.5% per completed week of the agreed purchase price that relates to that part of the sales item, which is delayed. If the purchase price, which the penalty is calculated on, exceeds NOK 100,000, the penalty for default is reduced to 0.25% per completed week.

14.3. The penalty for default is calculated for every week the delay lasts, counting from the day the delivery should have occurred. The penalty cannot exceed 5% of the part of the purchase price that covers the part of the sales item, which is delayed.

14.4. The sales item is deemed as delivered upon the transfer of risk, cf. item 6, or as otherwise set out in a written agreement, even if PP must carry out correction work at a later date, cf. item 16.3 or make subsequent delivery of parts, which are of less economic importance in relation to the total delivery

15. CUSTOMER'S OBLIGATION TO RECEIVE DELIVERY, CANCELLATION ETC.

15.1. Cancellation of a service contract shall be made in writing. If notification of cancellation is received by PP later than 3 working days before the planned start-up, the customer shall pay PP a cancellation fee equivalent to the cost of the first working day in accordance with the applicable hourly rates. In addition, the customer shall always pay compensation for PP's costs for travel, equipment rental, etc. and other costs related to the service contract that PP is not free to avoid.

15.2 Cancellation of ordered parts requires the written consent of PP. In the event of a cancellation, the customer will be charged a cancellation/return fee equivalent to 20% of the agreed price of the item cancelled.

16. TERMS AND CONDITIONS FOR COMPLAINTS

16.1. For service performed by PP on engines and other equipment, PP is liable for faults/defects, which demonstrably are caused by material or assembly faults within the following time period counted from the date of delivery or the end of the service work: 12 months or 1500 working hours, whichever comes first. For spare parts, the right to complain expires 12 months from the date of delivery.

16.2. The customer is obliged to inspect the sales item as soon as it is delivered and/or to check the work once it is has been completed. Any complaint relating to the delivery must be made in writing and no later than 8 days after any defects have been or should have been discovered. All complaints shall be made on the

complaint report form, enclosing full documentation and a description of the defect. The customer has the burden of proving the existence of a contractual defect.

16.3. Assuming a timely, written, approved complaint, PP has the right, without undue delay, to remedy the defect. PP determines how the defect shall be remedied, including whether remedy will be made using new parts, replacement parts or repair. After Such remediation, the customer is entitled to a new complaint deadline of 14 days after the remediation is finished by PP.

16.4. In the event of an approved complaint regarding parts, PP at its discretion will replace the defective parts, replacement parts and equipment with new or repaired parts. All costs and risks associated with shipment is the customer's responsibility unless otherwise agreed in writing beforehand by PP.

16.5. In the event of an approved complaint regarding service work, PP covers the expenses for the rectification work and parts as well as PP's reasonable travel expenses within reasonable proximity to the place where the service work was originally done. If the vessel at the time of rectification has moved to a place, which result in significantly higher travel/accommodation costs, the customer shall, unless otherwise mutually agreed, cover the extra travel/accommodation costs. It is assumed that the work is performed by PP's service workers during normal business hours or by others according to a written agreement with PP. Extra costs for obligatory overtime work, or work not covered by the complaint shall always be met by the customer. In all events, PP reserves the right to demand payment by the customer for expenses incurred by PP if service workers are needlessly summoned or related to erroneous complaints.

16.6. Any other costs than those described in 16.5, shall be covered by the customer, unless otherwise has been agreed in writing at beforehand.

16.7. Replaced parts shall be returned to PP (meaning shipped from customer location) within 7 days after the repair date, unless otherwise stated in agreement between the parties. If the part(s) are not returned as specified, any responsibility for PP ceases to exist and the customer will be charged for all costs associated with repairs and/or sent replacement parts.

16.8. The customer cannot make other claims in connection with alleged defects than the above-mentioned claim for rectification of defects.

16.09. PP's duty is limited to the warranties and/or replacement. PP does not cover any damages (consequential) that an inadequate supply may have caused.

16.10. In any case of errors and/or defects, PP has no liability for the indirect loss which the errors and/or defects may have caused the customer. Loss of profits and other such consequential economic losses are considered as an indirect loss.

16.11. PP is not responsible for errors, omissions, or damage resulting from age, wear, use of non-approved lubricants, use of non-original replacement parts, improper or unusual treatment or operation, inadequate maintenance or overloading, etc. PP is not responsible for errors, omissions, damage or loss caused by the negligence of the customers duty to mitigate loss or failed to complete the work or actions that may have limited the damage or loss.

16.12. If a sales item, including engines, are amended, modified or repaired without PP's written consent, all costs in this context become irrelevant to PP. If such an alteration or repair takes place, PP takes no responsibility for any shortcomings in the delivery.

16.13. For spare parts and labour provided by PP in connection of a repair of a defect that PP is

responsible for, the warranty expires concurrently with the warranty of the original shipment, cf. item 16.1.

16.14. PP's responsibility for defects and/or errors in shipments can only be claimed by the original purchaser.

17. REQUIREMENTS REGARDING WORKPLACE AND WORKING ENVIRONMENT

17.1. If, pursuant to the agreement, PP is to perform work at the customer's premises or other location outside PP's workshop, the customer bears the responsibility and risk to ensure, no later than the agreed start date, that the workplace is fully secure and prepared and that the work can be performed in accordance with Norsk Arbeidsmiljølov.

17.2 PP has no obligation to commence or carry out work that may involve unnecessary or unacceptable hazards or risks, or where the workplace is not fully secure or prepared. The customer shall refund PP's expenses and losses resulting from the workplace not being secure, as specified in item 17.1, or prepared in accordance with the agreement.

18. LIMITATION OF LIABILITY

18.1. With the exception of the duty to rectify and standardized compensation specified in items 14 and 16, PP is not responsible for compensation, discount or other direct, special, incidental or consequential damages, including but not limited to loss of income, loss of actual or anticipated profits, cash shortages, loss of anticipated savings, lost revenue, loss of sales, loss of goodwill or any consequential loss, including loss resulting from personal injury or death, damage to equipment or property, as well as any costs for repairs of such damages or loss, irrespective of whether the claim is based on breach of warranty, purchase liability or other legal basis.

18.2. Any compensation claims arising in connection with the present contract are in any event limited to the direct, documented loss, although never exceeding the invoice value of the work or parts to which the complaint relates, provided there is no other express written agreement. The customer must in all cases document the losses suffered and that PP or PP's appointed suppliers / contractors are responsible.

18.3. The former does not apply to the extent otherwise follows from mandatory Norwegian law.

19. LEGAL VENUE AND CHOICE OF LAW

The agreement is subject to Norwegian law. Oslo District Court is the legal venue for all disputes under this agreement.

Pon Power NO terms of delivery for parts and service
 English version 01.10.2019

WE ARE CERTIFIED BY



PRE QUALIFIED BY





Pon Power AS
Bølerveien 60
2020 Skedsmokorset
P.O box 64, 2021 Skedsmokorset, Norway
Tel. +47 23 17 05 00
www.pon-cat.com

Appendix 4 Installations covered by the agreement, fixed prices, services chosen and discounts

Table 1 provides an overview of installations covered by the CSA; new installations will automatically be included in the CSA. Sub-appendix with reference 4a, list the selected service products per engine and a reference to the price of the specific service.

Table 1: Installations covered by the agreement site Digiplex Holtskogen, Site address: Holtskogen 31, 1825 TOMTER

Kontrakt	ID	Serienummer	Engine	Site	Site code	Site ID
31775	54163	YAR01094	3516	DIGIPLEX HOLTSKOGEN AS	DHAS	DHAS-BC-A
31775	54167	YAR01109	3516	DIGIPLEX HOLTSKOGEN AS	DHAS	DHAS-BC-B
31775	54165	YAR01108	3516	DIGIPLEX HOLTSKOGEN AS	DHAS	DHAS-BC-C
31775	54166	YAR01107	3516	DIGIPLEX HOLTSKOGEN AS	DHAS	DHAS-BC-D
31775	54167	YAR01111	3516	DIGIPLEX HOLTSKOGEN AS	DHAS	DHAS-BC-E
31811	54222	JSJ04213	C32	DIGIPLEX HOLTSKOGEN AS	DHAS	DHAS-BC-LL

6 Units, startup January 2021

With reference to Appendix 4a:

Periodic Inspection will be performed according to scope in **Appendix 6**.

The inspections are Major inspection (annually) and Minor inspection (six months after Major inspection).

Each inspection mentioned above will include 2 X SOS analyses (1 oil analysis and 1 coolant analysis) in the price.

Weekly inspection shall be carried out by Digiplex according to **Appendix 6**.

All generators are to be load tested 30min per month. Monthly load test (min. 50% load) is preformed by Digiplex.

Load test is performed by Pon Power after Major and Minor service. DigiPlex is responsible for providing and connecting load bank or load test against the grid. Pon Power will test genset with minimum 70 % load and record testing.

Additional service according to CAT recommendation stated in **Appendix 6**

Filter packages can be ordered by the Customer when needed.

Change of engine oil will be upon evaluation of oil analyses.

Oil will be changed every 3rd year as a minimum. New oil filter is included.

Oil and fuel filters will be replaced every year at Major Service.

All prices are inclusive travel expenses, freight charges and exclusive VAT.

Other spare parts that are recommended to change on a regular basis such as air filters, belt, battery etc. are not included in the inspection price and need to be ordered separately.

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Technical training

Type of course	Duration	Location	Included	Fixed price per course
Cat Technical Training	8 hours	Customer's premises at Holtskogen,Norway	Travelling for Pon Power employee	NOK 19 600

Discounts

Cat parts	15%
Service	0%



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Appendix 4a

		MAK				
Customer	: Digiplex Holtekogen AS					
Installation	: Holtekogen					
Price	: Price per engine					
Currency	: NOK					
Installation name:	Interval	2021	2022	2023	2024	2025
Digiplex Fet	Inspection					
Model/serial number:	Major inspection + Loadtest	21 346	21 880	22 427	22 987	23 562
	Minor Inspection + Loadtest	13 500	13 838	14 183	14 538	14 901
3516/YAR01094						
3516/YAR01107						
3516/YAR01108						
3516/YAR01109						
3516/YAR01109						
C32/JSJ04213						
	Oil Change inkl. Oil & Filter (On-demand)	39 461	40 448	41 459	42 495	43 558
	Oil Change inkl. Oil & Filter (Average yearly cost 1/3 of total oilchange)	13 417	13 752	14 096	14 449	14 810
	Every 3rd year			24 607		
	Temp regulator					
	Coolant replacment (435L)					
	Every 5th Year:					34 029
	Batteries					
	Reims					
	Airfilter					
Number of engines:						
6						
Total Gensets:	Average Sum per year per Genset (2 visits+1/3 Oilchange):	48 263	49 470	75 314	51 974	87 302
	Average Sum per year all engines:	289 578	296 817	451 882	311 844	523 813
	Prices yearly Index regulated (2.5%)					
	Yearly and 6 month inspection includes SOS analyses. Oil change according as SOS results demand/min. every 3rd year.					

First service visit to take place in May and second visit in October.

Appendix 5 The Supplier's regular pricelist

PRICE LIST FOR PON POWER – NORWAY PRICES, TERMS AND CONDITIONS VALID FROM 01.01.2020 PRICES ARE IN NOK AND EXCLUDING VAT

FIELD SERVICE SCANDINAVIA				
CALL-OUT HOURLY RATES FOR WORK ONSHORE IN SCANDINAVIA				
CODE	FUNCTION DESCRIPTION	A Normal Hour	B 50% Overtime	C 100% Overtime
1	Field service hourly rate	1047	1311	1532
2	Mob/demob, waiting time & workshop	911	1088	1200
FIELD SERVICE INTERNATIONAL and AT SEA				
CALL-OUT HOURLY RATES FOR WORK INTERNATIONAL ONSHORE & AT SEA				
CODE	FUNCTION DESCRIPTION	A Normal Hour	B 50% Overtime	C 100% Overtime
1	Field service hourly rate	1183	1415	1639
2	Mob/demob, waiting time & workshop	911	1088	1200
FIELD SERVICE OIL & GAS (RIGS & PLATFORMS)				
CODE	FUNCTION DESCRIPTION	H Flat Hour	I 100% Overtime	
1	Field service hourly rate	1474	1736	
2	Mob/demob	1000	1200	
CODE	FUNCTION DESCRIPTION	H Flat Dayrate		
4	Field service daily work rate 12 hours Offshore	17 686		
TRAVEL TIME				
CODE	FUNCTION DESCRIPTION	D Weekdays	E Weekends & Public Holidays	
1	Travel	599	841	
CALL-OUT DAILY RATE FIELD SERVICE SCANDINAVIA, INTERNATIONAL, AT SEA AND OFFSHORE				
CODE	FUNCTION DESCRIPTION	F	G	
1	Field service daily work rate 10 hours Scandinavia	10 998	15 320	
2	Field service daily work rate 10 hours International	12 294	16 390	
3	Field service daily work rate 12 hours At Sea	15 124	19 668	

TECHNICAL ADVISOR PRICE LIST FOR PON POWER – NORWAY
PRICES, TERMS AND CONDITIONS VALID FROM 01.01.2020

PRICES ARE IN NOK AND EXCLUDING VAT

FIELD SERVICE SCANDINAVIA				
<u>CALL-OUT HOURLY RATES FOR WORK ONSHORE IN SCANDINAVIA</u>				
CODE	FUNCTION DESCRIPTION	A Normal Hour	B 50% Overtime	C 100% Overtime
<u>1</u>	<u>Technical Advisor hourly rate</u>	<u>1415</u>	<u>1633</u>	<u>1960</u>
FIELD SERVICE INTERNATIONAL and AT SEA				
<u>CALL-OUT HOURLY RATES FOR WORK INTERNATIONAL & AT SEA</u>				
CODE	FUNCTION DESCRIPTION	A Normal Hour	B 50% Overtime	C 100% Overtime
<u>1</u>	<u>Technical Advisor hourly rate</u>	<u>1633</u>	<u>1960</u>	<u>2167</u>
FIELD SERVICE OFFSHORE				
<u>CALL-OUT HOURLY RATES FOR WORK OFFSHORE</u>				
CODE	FUNCTION DESCRIPTION	H Normal Hour	I 100% Overtime	
<u>1</u>	<u>Technical Advisor hourly rate</u>	<u>2019</u>	<u>2167</u>	

PRICE LIST FOR PON POWER – NORWAY
PRICES, TERMS AND CONDITIONS VALID FROM 01.01.2020
 PRICES ARE IN NOK AND EXCLUDING VAT

HOUR	DESCRIPTION
A	Rates for regular work hours on weekdays 08.00-16.00
B	Rates for 50% overtime on weekdays 16.00-21.00 and 06.00-08.00
C	Rates for 100% overtime on weekdays 21.00-06.00, Saturday, Sunday and Public Holidays
D	Travel rates Weekdays, Monday to Friday
E	Travel rates Saturday, Sunday and Public Holidays
F	Dayrate for Monday to Friday
G	Dayrate for Saturday and Sunday and Public Holiday
H	Flat rates for Offshore, Dayrate is for 12 hours
I	Overtime 100% for Offshore on Saturday, Sunday, Public Holidays and working days exceeding 12 hours

OTHER EXPENSES	
Meal allowances	In accordance with Norwegian Public Travel Regulations
Travel and accommodation expenses (tickets, taxi, hotel etc.)	Actual costs + 10% administration fee
Vaccinations, local taxes and other required traveling documentation	Actual costs + 10% administration fee
Charge per kilometre	8,00
24h service charge/Emergency call	2 000,00

General Conditions

- For the rendering of all services, the general terms and conditions of Pon Power apply. A copy of these terms and conditions is available on request.
- 24h service charge is debited when the customer makes requests outside office hours. The fee is calculated from the time of the first contact, until the request has been executed. The first hour is charged at NOK 2000,00, and each consecutive hour is charged at NOK 950,00
- When a field technician is assigned on a Saturday, a Sunday or a public holiday, the customer will be charged for a minimum of 6 labor hours
- Pon Power reserves the right to charge preparation hours and report completion at the normal hourly rate.
- The maximum number of working hours per day should not exceed 12 hours and the work should be performed within the regulations of all applicable laws
- Technical Advisor hourly rates are applicable when a Pon Power service technician is hired to advise other than Pon Power work people or if the service inquiry is of such character that a Technical Advisor is required.

Oil & Gas, International and At Sea Services

- Assignments lasting less than 12 hours are charged at a minimum of 12 working hours per day for Oil & Gas and At Sea Services
- Customers are advised to inform about closed work sites on weekends or public holidays during the assignment period. Otherwise each idle day will be charged at 8 hours
- If food and accommodation are provided, this should meet average western standard. Otherwise Pon Power reserves the right to organize their own food and accommodation and charge related costs according to applicable rates.
- After a period of four weeks, Pon Power reserves the right to exchange the personnel if the situation requires such an action.
- An extra offshore rate of NOK 600,- will be charged per night if accommodation does not include private cabin and bathroom.
- An extra offshore rate of NOK 400,- will be charged per night if accommodation includes private cabin and bathroom within Scandinavia.

Appendix 6 Scope of periodic inspection.

	Major	Minor	Weekly	Every 3 years	Every 5 years
1: Generelt					
Utført visuel inspeksjon av hele anlegget	X	X			
2: Drivstoffsystem					
2.1 Byttet filter-kun på major inspection.	X				
2.2 Observert lekkasje	X	X	X		
2.3 God kvalitet på slanger	X	X	X		
2.4 Vann i fuel system	X	X	X		
2.5 Drenert vann fra fuel system (filter/dagtank)	X	X			
2.6 Sjekke nivå på dagtank.	X	X			
2.7 Sjekke nivå på bunkertank	X	X			
2.8 Sjekke Lekkasje tilførsels/retur linje til/fra Bunker tank	X	X	X		
2.9 Funksjonstest av Manuell Primerpumpe	X	X	X		
2.10 Funksjonstest av Diesalkjøler	X	X			
2.11 Sjekke lekkasjekvakter	X	X	X		
3: Kjølevannssystem					
3.1 Kjølevannsnivå OK	X	X	X		
3.2 Observert lekkasje	X	X	X		
3.3 God kvalitet på slanger	X	X	X		
3.4 Kontroll av kjølevæske	X	X			
3.5 Tappet vannprøve	X	X			
3.6 Kontroll av frysepunk av kjølevæske	X	X			
3.7 Bytte kjølevæske					X
3.8 Bytte termostat					X
4: Motorvarmer					
4.1 Bloktemperatur	X	X	X		
4.2 Funksjon på motorvarmer	X	X			
4.3 Påstemplet effekt i kW og faktisk strømtrekk i A.	X	X			
5: Smøroljesystem					
5.1 Byttet filter -kun på major inspection	X				
5.2 Kontrolere lukket veivhusventilasjon (hvis montert)	X	X			
5.3 Tappet og byttet olje***	X				
5.4 Tappet Oljeprøve	X	X			
5.5 Observert lekkasje	X	X	X		
5.6 God kvalitet på slanger	X	X	X		
6: Innsugsluft- og eksossystemer					
6.1 Kontrollert/byttet luftfilter (Byttes min. hvert 5. år)	X	X	X		X
6.2 Inspisert turbo for slakk samt ulyder					X
6.3 Observert lekkasje	X	X	X		
6.4 Inspisert føringsevei luftfilter og turbo.	X	X			
6.5 Drenere eksossystemet	X	X	X		

7: Annet mekanisk					
7.1 Kontroll av vibrasjonsdemper-kun major inspection (hvis påmontert)	X	X			
7.2 Kontroll av motorlabber- kun major inspection	X	X			
7.3 Kontroll av kobling mellom motor og generator	X	X			
7.4 Kontroll av radiator vifte (Byttes min. hvert 5 år)	X	X			X
7.5 Kontroll av viftereimer (Byttes min. hvert 5 år)	X	X			X
7.6 Visuell kontroll vannpumpe	X	X			
7.7 Visuell kontroll av oljepumpe	X	X			
7.8 Visuell kontroll av fuelpumpe	X	X			
8: Batterier					
8.1 Visuell inspeksjon av batterier	X	X	X		
8.2 Kontrollert væskenvå på batteri	X	X			
8.3 Målt batterispennin på hvert batteri	X	X			
8.4 Kontrollere batteriladere og ladespenning	X	X	X		
8.5 Kontrollert og rengjort tilkoblinger på batteri	X	X			
8.6 Bytte batterier					X
9: Generator					
9.1 Kontrollert fri tilgang for luft til generator	X	X	X		
9.2 Kontrollert og rengjort generatorhusets filter	X	X			
9.3 Kontrollert tilstand på kabler.	X	X	X		
9.4 Kontroll av jording	X	X			
10: Elektriske systemer- Motorer					
10.1 Kontroll av dynamo	X	X			
10.2 Kontroll av starter	X	X			
10.3 Kontroll og rengjøring av pick-up	X	X			
10.4 Kontroll av elektriske koblinger på motor, generator og i skap	X	X	X		
11: Anleggets funksjon					
11.1 Last ned logg fra ECM.	X	X			
11.2 Sjekke "diagnosticstic codes" fra motor og motorpanel	X	X			
11.3 Kontroll av generators driftsparameter	X	X	X		
11.4 Målinger av motorens trykk og temp.	X	X			
11.5 Fullscala test utført.	X	X			
12: Alarm					
12.1 For sett punkter, se logg og product status report fra ECM og panel	X	X			

Oljeskift utsettes til hvert 3. år hvis oljeprøve tilsier det er OK. Ved oljeskift på 3516 motorer brukes pumpebil eller pumpetilhenger.