



GENERAL TERMS AND CONDITIONS FOR SUPPLIERS

1. Scope and Applicability

NFI Group is a Pan-Nordic operator of sustainable floating infrastructure operating in Sweden, Denmark, and Norway. These General Terms and Conditions ("Terms") apply to all purchases of goods and services ("Products") made by any company within **NFI Group**, as further detailed in **Appendix 1** ("NFI") from its suppliers ("Supplier"). These Terms form an integral part of all agreements between NFI and Supplier unless expressly modified by a written agreement signed by both parties. Any Supplier terms conflicting with, deviating from, or supplementing these Terms shall be deemed invalid and have no effect, regardless of whether NFI has expressly objected to them, unless explicitly accepted in writing by an authorized representative of NFI.

2. Limitation of Liability Among Group Companies

Notwithstanding any other provision of these Terms, it is expressly agreed that no company within the NFI Group shall be liable or responsible for any obligations, liabilities, or debts incurred by any other company within the NFI Group. Each company operates as a separate legal entity, and no guarantees or assurances of financial responsibility shall be implied or assumed between them. Supplier acknowledges and agrees that it is contracting solely with the NFI entity identified in the applicable purchase order.

3. Supplier Code of Conduct

Supplier acknowledges that compliance with NFI's Supplier Code of Conduct is a fundamental requirement for conducting business with NFI. This Code of Conduct establishes strict ethical, environmental, and social responsibility standards that Supplier must adhere to throughout the duration of the agreement. NFI takes these obligations seriously and expects Supplier to actively demonstrate commitment to fair labour practices, sustainable operations, and ethical business conduct.

Supplier confirms receipt of the Supplier Code of Conduct and agrees to implement necessary policies and controls to ensure full compliance, including regular monitoring and reporting of compliance status to NFI upon request. Supplier shall promptly notify NFI of any known or suspected violations of the Code. Non-compliance shall constitute a material breach entitling NFI to (i) terminate the agreement with immediate effect without liability, (ii) claim damages for any resulting direct losses¹, (iii) impose contractual penalties of up to 10% of the total contract value, and (iv) exclude Supplier from future business opportunities. NFI may exercise any or all of these remedies at its discretion.

For more details on specific requirements and expectations, Supplier shall refer to the Supplier Code of Conduct document provided by NFI or available on a NFI website.

4. Delivery Terms

Delivery shall be made in accordance with Incoterms 2020. Unless otherwise agreed in writing, the standard delivery terms shall be:

- EXW (Ex Works) for small-scale and domestic deliveries.

¹ Meaning losses that naturally and directly arise from the breach and were reasonably foreseeable by both parties at the time of entering into this agreement, including but not limited to costs of cover, replacement goods/services, investigation costs, and remediation expenses.

- DAP (Delivered at Place) for international shipments where NFI wants delivery to a designated location.
- DDP (Delivered Duty Paid) where agreed, with Supplier bearing responsibility for all duties and customs clearance.

Delivery dates are binding, and Supplier shall notify NFI immediately of any potential delays. Late deliveries may result in penalties or contract termination. Partial or early deliveries may be rejected at NFI's sole discretion unless agreed in writing in advance.

5. Pricing

- Unless otherwise specifically agreed in writing in the frame agreement or Appendix 3, Supplier's prices shall remain fixed for the duration of the agreement and shall include all costs associated with the delivery.
- Supplier shall be responsible for ensuring compliance with the applicable VAT regulations.
- Any price adjustments must be mutually agreed upon in writing and shall only take effect after such agreement has been documented.
- Prices shall be stated in the agreed currency and shall include all applicable duties, tariffs, and other related charges unless otherwise specified in the contract. NFI shall not be liable for any additional costs, surcharges, or price changes unless explicitly agreed upon in writing.

6. Payment Terms

- Supplier shall adhere to a NFI's standard invoicing procedure, including accepted formats such as electronic invoices (e-invoices).
- Invoices shall be issued and received as soon as possible and no later than three (3) months after delivery has taken place.
- Each invoice must include the contract number, purchase order (PO) number, and invoice recipient's name and company, and comply with applicable VAT and tax regulations.
- NFI reserves the right to reject and return any invoice that does not meet these requirements.
- Payment terms shall be 60 days from the date of receipt of a correct and undisputed invoice after contractual delivery and acceptance of Products by NFI.
- NFI reserves the right to withhold payment for defective, non-conforming goods/services or insufficient documentation.
- NFI shall not be liable for any interest, penalties, or charges due to delays in processing invoices unless explicitly agreed upon in writing.
- All payments shall be made in the agreed currency and method as per the purchase order.

7. Late delivery

- If Supplier fails to deliver within the agreed timeframe, it shall be liable for liquidated damages amounting to 1% of the total contract price per commenced calendar week of delay, with a minimum penalty of 2,000 NOK (or equivalent) per day, until delivery is completed. These liquidated damages shall be payable automatically without the need for NFI to prove actual damage.
- The total accumulated penalty for late delivery shall not exceed 15% of the agreed price for the delivery.
- This limitation on liability for delay does not apply if the delay is due to wilful misconduct or gross negligence on the part of the Supplier.
- NFI reserves the right to claim additional damages beyond the liquidated damages above if the direct losses incurred exceed the penalty cap, provided that such damages are documented and directly attributable to the delay.
- If the delay extends beyond 30 days, NFI shall have the right to terminate the agreement with immediate effect.

- Supplier shall promptly notify NFI of any anticipated delays, along with the reasons for the delay and an estimated new delivery date.
- If Supplier foresees that a delay is unavoidable, both Parties shall engage in good faith discussions to mitigate the impact and explore possible corrective actions to minimize disruption to NFI's operations.

8. Quality and Inspection

- Supplier warrants that all Products shall conform to the highest industry standards, agreed specifications, and all applicable laws, regulations, and guidelines. Supplier is responsible for obtaining and maintaining all necessary licenses, permits, certifications and approvals required for the provision of Products under this Agreement.
- NFI reserves the right to inspect and test all deliveries before acceptance.
- Supplier shall promptly inform NFI of any known quality issues or non-compliance.
- If defects are discovered, Supplier shall, at NFI's sole discretion, promptly replace or repair the defective Products at no cost to NFI (i) immediately but no later than 72 hours if the Product is crucial for NFI's operations, as determined and notified by NFI, or (ii) in all other cases as soon as is practical and in any event no later than 14 days of notification. If Supplier fails to do so, NFI may, at its sole discretion, (i) reject non-conforming deliveries, (ii) procure replacement Products from third parties at Supplier's cost, (iii) repair the Products itself and charge Supplier for the costs, and/or (iv) seek damages for any resulting losses. All costs of inspection, return shipping, replacement, and repair shall be borne by Supplier..
- Supplier must maintain a documented quality control process to ensure compliance with agreed standards. Supplier shall keep detailed quality records for all Products and make these records available to NFI upon request within 5 business days.

9. Documentation

- Unless otherwise specified in the contract, Supplier shall provide the following documentation, where applicable, for the delivered Products, in English, as well as Norwegian, Swedish, or Danish, where applicable:
 - Maintenance manual
 - Data sheets
 - User guide/manual
 - Technical handbook
 - Spare parts list
 - Certificates
 - Drawings
- NFI reserves the right to withhold payment until all required documentation has been provided and approved.
- Supplier shall ensure that all documentation is delivered in a structured and clear digital format that is easily accessible using commonly available software, enabling NFI to use, maintain, and support the delivered Products effectively.

10. Warranty and Liability

- Supplier warrants that all Products shall: (i) conform to all specifications, drawings, samples, or other descriptions furnished or specified by NFI; (ii) be free from defects in material, workmanship, and design (except for NFI-approved designs); (iii) be fit for their intended purpose as expressly communicated to Supplier; and (iv) be of merchantable quality and comply with all applicable laws and regulations. This warranty shall be valid for Products for a minimum of 24 months from delivery or 18 months from commissioning/first use, whichever is later, unless a longer warranty period has been agreed in writing . For repaired or replaced Products, the warranty period shall restart from the date of repair or replacement. This limitation does not apply to cases of gross negligence or wilful misconduct.

- The warranty does not cover defects or damages resulting from: (i) normal wear and tear, (ii) improper use, storage, or maintenance, (iii) alterations or repairs not authorized by Supplier, or (iv) any cause beyond Supplier's reasonable control. Consumable items are excluded from this warranty.
- If any Products fail to meet the warranties specified herein during the warranty period, Supplier shall, at its own expense and at NFI's option, either repair or replace the defective Products, or refund the purchase price paid for the defective Products.
- Supplier shall defend, indemnify, and hold harmless NFI, its affiliates, officers, directors, employees, and customers against any claims, damages, losses, costs (including reasonable attorney's fees), or liabilities arising from: (i) defective Products, (ii) infringement of intellectual property rights, (iii) non-compliance with applicable laws and regulations, (iv) breach of this agreement, (v) negligent acts or omissions of Supplier or (vi) breach of warranty provided herein. This indemnification obligation shall survive the termination or expiration of this agreement. These remedies are in addition to and do not limit any other rights or remedies NFI may have under this Agreement or applicable law.
- Supplier shall maintain appropriate insurance coverage, including but not limited to product liability insurance, professional indemnity insurance, and general liability insurance with coverage limits acceptable to NFI, to cover liability claims arising under this agreement. Upon request, Supplier shall provide NFI with certificates of insurance evidencing such coverage.

11. Intellectual Property Rights

- Supplier warrants that it owns, or has obtained, all necessary rights, licenses, and permissions to any intellectual property used in or incorporated into the Products. Supplier further warrants that the Products do not infringe any third-party intellectual property rights.
- Except for any intellectual property rights in materials provided by NFI, all intellectual property rights in or arising out of the Products shall remain the property of Supplier.
- Supplier hereby grants to NFI a non-exclusive, worldwide, perpetual, irrevocable, royalty-free license to use, reproduce (for its own purposes), lease and resell (in the course of NFI's operations), or otherwise dispose of the Products (including any embedded or associated IPR) as part of its business operations or offerings.
- Where any third-party IPR is embedded in the Products, Supplier shall obtain and maintain all licenses necessary to validly sublicense such rights to NFI on equivalent terms.
- The licenses granted under this section shall survive the termination or expiry of the Agreement.
- Supplier shall indemnify and hold harmless NFI, its affiliates, officers, employees, and customers from and against any and all claims, liabilities, losses, damages, and costs (including reasonable legal fees) arising from any alleged or actual infringement of third-party intellectual property rights related to the Products. In the event of an intellectual property infringement claim, Supplier shall, at its own expense and at NFI's option: (i) procure for NFI the right to continue using the Products; (ii) replace or modify the Products so that they become non-infringing while maintaining equivalent functionality; or (iii) refund the purchase price of the infringing Products. Any use of NFI's trademarks, logos, or branding must be pre-approved in writing. Supplier may not issue any press releases or public announcements or undertake any public relations activities regarding any agreement with NFI without NFI's prior written approval.

12. Compliance with Laws

Supplier shall comply with all applicable laws and regulations, including but not limited to:

- All applicable Norwegian laws and regulations and all applicable laws and regulations in the country/-ies where the relevant Subsidiary operates.
- All applicable laws and regulations in the country/-ies where any vessel is to be built or refurbished, if Products are ordered for such purpose.
- International maritime regulations and standards, including but not limited to IMO conventions, SOLAS, MARPOL, and relevant classification society rules

General Terms and Conditions for Suppliers, version 2 (June 2025)

- Applicable health, safety and environmental (HSE) regulations.
- Applicable anti-corruption laws and regulations.
- Data protection and privacy laws (including GDPR where applicable).
- International trade compliance regulations, including export controls and sanctions.
- For further details, please refer to our Supplier Code of Conduct, see section 2 above.

13. Quality and Environmental Management Systems and Audits

- Supplier shall have a satisfactory quality management system and an environmental management system that is appropriate for the nature and scope of the contract.
- NFI, or an authorized representative, reserves the right to conduct audits and inspections to verify that Supplier and any subcontractors are complying with the agreed quality management system and environmental standards. Please refer to Supplier Code of Conduct for further details.
- Any identified deficiencies shall be rectified by Supplier within 14 days of notification or such other reasonable timeframe as specified by NFI in writing. Failure to address such deficiencies shall entitle NFI to (i) withhold payment, (ii) engage third parties to remedy the deficiencies at Supplier's cost, and/or (iii) terminate the contract, in addition to any other remedies available under law.

14. Use of subcontractors

- Supplier shall notify NFI in writing at least 14 days prior to engaging any subcontractor to perform work under this agreement. Any subcontractors engaged by the Supplier shall be bound by the same terms and conditions as the Supplier under this agreement.
- Supplier shall be fully liable for any non-compliance with this agreement by its subcontractors. In the event of a subcontractor's non-compliance, Supplier shall be responsible for all resulting damages, losses, and costs incurred by NFI, and shall take immediate corrective action to remedy the non-compliance. NFI reserves the right to require Supplier to replace any non-compliant subcontractor at Supplier's expense.

15. Termination

NFI reserves the right to terminate any agreement with Supplier, without any termination fees or penalties:

- For convenience, with a 90-day written notice.
- For cause, immediately if Supplier (i) breaches these Terms, (ii) fails to meet delivery obligations, (iii) violates compliance requirements, (iv) becomes insolvent, (v) engages in conduct that could harm NFI's reputation or brand, or (vi) if any of Supplier's subcontractors fail to meet their contractual obligations or violate any terms of this agreement. NFI's right to terminate in the event of subcontractor non-compliance shall be in addition to any other remedies available to NFI under this agreement or applicable law.

Upon termination, Supplier shall (i) immediately cease all further performance, (ii) return or destroy any confidential materials as instructed by NFI with written certification of such destruction, (iii) provide reasonable transition assistance as requested by NFI, and (iv) refund any prepaid fees on a pro-rata basis. Upon termination for convenience NFI shall make payment for any products delivered or services performed and any costs reasonably incurred by the Supplier as a result of the termination, unless Supplier fails to cooperate with reasonable transition requests, in which case NFI may withhold such payments until satisfactory cooperation is rendered.

16. Governing Law and Dispute Resolution

Any agreement, including the arbitration agreement below, shall be governed by and construed in accordance with Norwegian, Swedish, or Danish law, as explicitly agreed in the contract, without regard to conflict of law principles. If no governing law is specified in the contract, the default governing law shall be Norwegian law. Prior to initiating arbitration, the Parties shall attempt to resolve the dispute through good-faith discussions or voluntary mediation within 30 days.

- Disputes shall be resolved by final and binding arbitration under the following rules:
 - Norwegian law: Arbitration shall be conducted under the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce.
 - Swedish law: Arbitration shall be conducted under the Arbitration Institute of the Stockholm Chamber of Commerce (SCC Rules).
 - Danish law: Arbitration shall be conducted under the Danish Institute of Arbitration Rules.

The arbitration shall be conducted by a panel of one arbitrator, unless otherwise agreed, or if the dispute exceeds NOK 10,000,000 (or equivalent), in which case the tribunal shall consist of three arbitrators.

Fast-track arbitration shall apply where the amount in dispute does not exceed NOK 2,000,000 (or the equivalent thereof), including claims and counterclaims.

- The following expedited rules shall apply:
 - Oslo Chamber of Commerce Expedited Rules (Norwegian law)
 - SCC Expedited Arbitration Rules (Swedish law)
 - Danish Institute of Arbitration Simplified Rules (Danish law)
- The seat of arbitration shall be:
 - Oslo, Norway (for agreements governed by Norwegian law).
 - Stockholm, Sweden (for agreements governed by Swedish law).
 - Copenhagen, Denmark (for agreements governed by Danish law).

The language of arbitration shall be English.

The Parties agree and undertake to maintain strict confidentiality regarding all arbitral proceedings, covering all disclosed information and decisions.

No party may disclose any part of the arbitration process, award, or evidence presented, unless (i) required by law, (ii) necessary for enforcement of the arbitral award, (iii) to their professional advisors bound by professional confidentiality obligations, or (iv) to their insurers as required under applicable insurance policies. Any permitted disclosure shall be limited to the minimum extent necessary.

The arbitration award shall be final and binding upon both Parties.

17. Force Majeure

Neither party shall be liable for failure to perform its obligations due to events beyond its reasonable control, including but not limited to natural disasters, pandemics, strikes, labour disputes, government actions, war, acts of terrorism, or other force majeure events. The affected party shall notify the other party in writing without undue delay, specifying the nature of the force majeure event, its expected impact, and estimated duration. The affected party shall use reasonable efforts to mitigate the impact of the force majeure event and resume performance as soon as reasonably possible. If the force majeure event continues for more than 90 consecutive days, either party may terminate the contract upon 30 days' written notice without liability, except for obligations accrued prior to the force majeure event. During the force majeure period, the parties shall meet regularly to discuss mitigation measures and alternative solutions.

Any payments due for goods or services delivered prior to the force majeure event shall remain payable in full.

18. Confidentiality

This Clause shall apply if and to the extent it does not contradict the provisions of any applicable confidentiality agreement or similar agreement between the Parties, in which case the more stringent version shall prevail.

The Parties shall treat as confidential and shall not disclose proprietary information ("Proprietary Information") received from the other Party to any employee or third party unless (i) the employee or third party has a need to know such Proprietary Information in order to carry out work in support of the Contract, and (ii) such employee or third party is bound by written confidentiality obligations at least as restrictive as those contained herein. For the purposes of these Terms, "Proprietary Information" shall mean any non-public, confidential, or proprietary information, including but not limited to business strategies, trade secrets, financial data, technical data, product designs, customer lists, operational procedures, and any other information marked as confidential or that, by its nature, should reasonably be considered confidential.

- Supplier shall not use such Proprietary Information received from NFI for any other purpose than to carry out the delivery in support of an agreement with NFI.
- The Parties shall ensure that any third party given access to the Proprietary Information is bound by confidentiality obligations no less strict than those set forth herein.
- Any Proprietary Information disclosed to the other Party shall remain the property of the disclosing Party and shall, if so requested in writing by the disclosing Party, promptly be returned if the Contract is terminated or cancelled.

The duty of confidentiality and restrictions on use shall not apply to Proprietary Information which the receiving Party can prove by documentary evidence:

- (i) is already known to the receiving Party at the time it is obtained from the disclosing Party, free from any obligations to hold such information in confidence,
- (ii) is independently developed by the receiving Party,
- (iii) has become publicly known,
- (iv) is rightfully received from a third party without restrictions,
- (v) is required to be disclosed by law, regulation, court order, or the rules of any securities exchange,
- (vi) is approved for release or use by prior authorization in writing by the disclosing Party.

The confidentiality obligations herein shall survive the expiration or termination of the Contract for a period of **five (5) years**, unless otherwise specified in a separate agreement.

The Parties agree to implement and maintain appropriate security measures to protect Proprietary Information from unauthorized disclosure, access, or use.

These Terms shall apply unless otherwise expressly agreed upon in writing. By accepting an order from NFI, Supplier acknowledges acceptance of these Terms.

Appendix 1

Companies within NFI Group

Company	Incorporated under the laws of	Company reg. number	Address
Nordic Ferry Infrastructure Holding AS	Norway	928 054 284	Havnegata 40, 8900 Brønnøysund
Float Holdco DK ApS	Denmark	42138843	Færgevej 7A, 8000 Aarhus C
Nordic Ferry Infrastructure AS	Norway	928 054 179	Havnegata 40, 8900 Brønnøysund
NFI Parent AS	Norway	928 054 012	Havnegata 40, 8900 Brønnøysund
NFI Borrower AS	Norway	928 054 063	Havnegata 40, 8900 Brønnøysund
Öresundslinjen Group AB	Sweden	559394-3524	Bredgatan 5, 252 25 Helsingborg
Öresundslinjen AB	Sweden	556990-7198	Bredgatan 5, 252 25 Helsingborg
Öresundslinjen Helsingborg AB	Sweden	556206-4575	Bredgatan 5, 252 25 Helsingborg
Øresundslinjen Helsingør ApS	Denmark	33260040	Færgevej 8, 3000 Helsingør
Øresundslinjen I/S	Denmark	20292199	Færgevej 8, 3000 Helsingør
Molslinjen Group ApS	Denmark	42139254	Færgevej 7A, 8000 Aarhus C
Molslinjen A/S	Denmark	17881248	Færgevej 7A, 8000 Aarhus C
Torghatten Group AS	Norway	926 283 081	Havnegata 40, 8900 Brønnøysund
Torghatten AS	Norway	916 819 927	Havnegata 40, 8900 Brønnøysund
Torghatten Midt AS	Norway	992 620 447	Havnegata 40, 8900 Brønnøysund
Torghatten Sør AS (under name change from Bastø Fosen AS)	Norway	975 804 224	Rustadbrygga 3, 3187 Horten
Torghatten Nord AS	Norway	993 205 117	Kirkegata 4, 9008 Tromsø
T-Finans AS	Norway	997 317 769	Havnegata 40, 8900 Brønnøysund
Torghatten AB	Sweden	559387-2749	Emågatan 112 b, 128 46 Bagarmossen