

1. SCOPE

These Standard Conditions of Purchase ("Conditions") shall apply, and shall be automatically incorporated by reference, to all Orders (as defined herein) placed by Hydro Extruded Solutions AS or any of its direct or indirect subsidiaries (Hydro Extruded Solutions AS or its respective subsidiaries being referred to herein as "Hydro") with any supplier or any of their subsidiaries ("Supplier") for the Supplier's Products, and any variation of these Conditions shall have no effect unless expressly agreed in writing by Hydro and signed by one of its authorised signatories. Acceptance of any Order is expressly limited to these Conditions, and Hydro objects to and rejects any different or additional conditions provided in response. No other terms or conditions approved, delivered or contained in the Supplier's quotation, acknowledgement or acceptance of an Order or similar document shall form part of the Parties' contract and shall be automatically null and void, superseded and of no legal force or effect. The Supplier waives any right it may otherwise have to rely on any such other terms and conditions. No prior dealings between the parties or trade usage shall be relevant to supplement or modify these Conditions.

The Contract between Hydro and the Supplier shall consist of: (a) Hydro's Order; (b) these Conditions; (c) the Supplier's quotation (to the extent not in conflict with the Order or these Conditions); and (d) any other specifications expressly accepted by Hydro in writing as specified above.

2. DEFINITIONS

"Subsidiary" means, for either party, companies directly or indirectly under the same higher control, and any company which has a controlling interest in such companies, either by owning a majority of the shares together with the voting rights or by otherwise exercising control other than by owning shares in the controlled companies concerned.

"Deliverables" means all goods and services, as applicable, to be delivered by the Supplier in accordance with the Order.

The "Delivery" or "Deliveries" shall be made DDP (according to INCOTERMS® 2020) at Hydro's premises, unless otherwise agreed by mutual written agreement, and in accordance with Hydro's instructions. Title to the Deliverables shall be passed upon receipt by Hydro.

"Delivery Date" means the date required for receipt of the Deliverables by Hydro.

"Delivery Time" means the stated period calculated between the date of receipt of the Order by the Supplier and the Delivery Date.

"Order" means a purchase order issued by Hydro for the Deliverables; Orders may be issued in writing, by e-mail or electronically through Hydro's Enterprise Resource Planning (ERP) system.

"Specifications" means the documents, if any, attached to or incorporated by reference into these Conditions, the Supplier's Quotation, the Purchase Order or a framework supply agreement, describing the characteristics and performance parameters of the Deliverables.

3. GENERAL CONDITIONS

3.1 Acceptance of the purchase order. The Supplier shall, within three (3) working days of receipt, accept and acknowledge in writing all Orders submitted by Hydro. If Hydro does not receive written acknowledgement of receipt of its Orders within this period, its Orders shall be deemed automatically accepted. The Supplier shall use its best efforts to meet the requested Delivery Date. If the Supplier is unable to meet the requested Delivery Date, the latest acceptable Delivery Date must not be

after the date of receipt of the Order plus the quoted Delivery Time.

3.2 Delivery times and delays. The Supplier acknowledges that Delivery on or before the Delivery Date or within any quoted Delivery Period is the essence of the contract for Hydro. In the event of any expected delay, the Supplier shall promptly notify Hydro of the cause of the delay and the measures proposed by Hydro to minimise such delay. In addition, the Supplier shall make available all additional resources necessary to minimise any detrimental impact on Hydro.

In the event that the Supplier fails to meet the Delivery Date, Hydro may, at its discretion, opt for one or more of the following remedies, without prejudice to its rights and remedies: (i) accept the revised Delivery Date, (ii) reschedule it, (iii) cancel its Order or terminate the contract without any liability or obligation to the Supplier, (iv) obtain an alternative source of Deliveries and obtain reimbursement from the Supplier for any increased cost, (v) obtain reimbursement from the Supplier for all damages incurred, or (vi) apply any remedy available in law or in equity.

In addition to the above, and unless prohibited by applicable law, the Supplier shall pay a penalty equal to one per cent (1%) of the value of the Order per calendar day, up to a maximum of twenty per cent (20%). This remedy is not exclusive and is without prejudice to any other rights and remedies available to Hydro.

3.3 Changes and rescheduling. Hydro may, upon thirty (30) days' prior written notice: (a) make changes to the quantity of Deliverables ordered; and/or (b) reschedule any agreed Delivery Date up to ninety (90) days after the original Delivery Date at no additional cost. Changes in quantity or Delivery Date beyond ninety (90) days are subject to Hydro compensating the supplier for any reasonable and documented additional direct costs resulting from the change.

3.4 Termination for breach or non-performance. Hydro reserves the right to terminate an Order or the Contract in whole or in part, without liability to the Supplier, if the Supplier (a) rejects or fails to comply with any of the terms of the Order or the Contract, including the Supplier's warranties, (b) fails to deliver the Deliverables in accordance with the Contract or (c) fails to make progress that would thus jeopardize the proper and timely completion of the Deliverables by the Delivery Date, and fails to remedy such rejection, breach or failure within ten (10) days (or such shorter period as is commercially reasonable in the circumstances) after receipt of a written notice from Hydro specifying such rejection, breach or failure.

3.5 Termination for convenience. In addition to any other rights of Hydro, Hydro may, at its discretion, terminate all or part of an Order or the contract, at any time and for any or no reason, by giving written notice to the supplier. After such termination, Hydro shall pay the Supplier only the following amounts without duplication: (a) the contract price for all Deliverables that have been completed in accordance with an Order or the contract and for which no prior payment has been made; and (b) the actual costs of in-process Deliverables and raw materials incurred by the Supplier in supplying the Deliverables as of the Supplier's receipt of the notice of termination of the Order or contract, to the extent such costs are reasonable in amount and properly assignable, in accordance with generally accepted accounting principles, to the portion of the Order or contract terminated; less, however, the sum of the higher of the fair value or cost of any Deliverables used or sold by the Supplier with Hydro's written consent, and the cost of any damaged or destroyed Deliverables. Hydro shall not be obliged to make payments for finished Final Products, work in progress or raw materials manufactured or procured by the Supplier in quantities in excess of those authorised on the delivery notes, or for any undelivered Final Products which are in the Supplier's standard stock or which are readily saleable. Payments made under this paragraph shall not exceed the total price payable by Hydro for the Deliverables that would be produced by the Supplier under the delivery or release schedules outstanding at the date of termination. This shall be the Supplier's sole remedy and Hydro's sole liability in connection with the termination of an order or the contract for convenience. Hydro and its representatives shall have the right to audit and examine all books, records, facilities, works, materials, inventories and other items relating to any claim due to rescission.

3.6 Health, safety and the environment. The supplier shall have in place a satisfactory system of compliance with good health, safety and environmental practices, as well as quality assurance measures appropriate to the deliveries.

4. PRICES AND PAYMENTS

4.1 Prices. Prices and discounts for the Deliverables shall be in accordance with the Supplier's latest quotation accepted by Hydro and shall be deemed to include all insurance, appropriate packaging, export duties and transport costs (if applicable), but shall not include Value Added Tax (VAT), the amount of which shall be stated separately on the Supplier's invoice.

4.2 Price reviews. The Supplier warrants that the prices of the Deliverables shall remain fixed for periods of at least twelve (12) months following Hydro's Order or acceptance of the Supplier's quotation, notwithstanding that the parties may agree on fixed prices for longer periods of time or price reductions during such period. If the Supplier intends to increase the prices of the Deliverables, it shall notify Hydro in writing at least two (2) months prior to the end of the applicable twelve (12) month period. Before the parties agree on a price revision, the Supplier shall justify any price increases, such as raw material and manufacturing costs, exchange rate fluctuations, new technologies, labour, interest rate changes and market changes. If the parties fail to agree on the increased prices within a reasonable time after notice from the Supplier, notwithstanding the provisions of the contract, Hydro shall be entitled to cancel all open Orders, together with the contract, without any liability or obligation to the Supplier.

4.3 Terms of payment. The Supplier shall invoice Hydro for the purchase price of the Deliverables in accordance with the Order upon receipt of the Deliverables by Hydro. Unless expressly agreed otherwise in writing, invoices shall be payable sixty (60) days after the invoice date, to be sent to the billing address stated in the order and shall include the corresponding order number.

4.4 Compensation. Hydro shall be entitled, at any time as is commercially reasonable, to set off any liability of Hydro to the Supplier against any liability of the Supplier to Hydro, irrespective of its source and irrespective of whether such liability is present or future, liquidated or unliquidated. Hydro's exercise of its rights under this paragraph shall be without prejudice to any other rights or remedies available to Hydro under the contract or available to it in law or in equity.

4.5 Forecasts. All forecasts provided by Hydro shall be non-binding, unless otherwise agreed in writing by the parties. The Supplier shall agree on significantly shorter delivery times if Hydro provides non-binding monthly rolling forecasts. Within one (1) week after receipt of Hydro's forecast, the Supplier shall acknowledge receipt of Hydro's forecast and shall sign to Hydro in writing that it is able to deliver all expected Deliverables. If Hydro does not receive a written acknowledgement of receipt of its forecasts within this period, its forecasts will automatically be deemed to have been accepted.

5. DELIVERY

5.1 Shipment details for all shipments of Deliverables that are products will be provided to Hydro's contact person identified on the order by fax, e-mail or other expedited written means within twenty-four (24) hours of shipment.

5.2 The supplier agrees: (a) to properly pack, mark and ship the Deliverables in accordance with Hydro's requirements, the carriers involved and, if applicable, the country of destination; (b) to address the shipments in accordance with Hydro's instructions; (c) to make no charge for handling, packing, storage or transportation of the Deliveries, unless otherwise expressly stated in the contract; (d) to attach to each shipment packing slips with Hydro's contract and/or order number and the date of shipment; (e) to properly mark each package with a label in accordance with Hydro's instructions and the customs regulations of the country of importation; and (f) promptly forward the original bill of lading or other shipping note for each shipment in accordance with Hydro's instructions. The Supplier shall include on bills of lading or other shipping notes the correct identification of the classification of the Deliverables shipped in accordance with Hydro's instructions and carrier's requirements. The markings on each package and the

identification of the goods on delivery notes, bills of lading and invoices (where necessary) shall be sufficient to enable Hydro to easily identify the Deliverables included.

5.3 Hydro may, at its discretion, return, freight collect, all Deliverables received more than five (5) days in advance or in excess of the quantity specified in its Order, or may, at its discretion, retain such units, deferring payment thereby until due.

6. REPRESENTATIONS AND WARRANTIES

6.1 Quality management. The Supplier acknowledges and accepts that its commitment to quality is a primary requirement of Hydro. The Supplier undertakes to continuously improve the quality of the manufacturing process or creation of the Deliverables. To the extent relevant to the Deliverables, the Supplier shall at all times have and document a certified quality management system that meets the requirements of ISO 9001, IATF 16949:2016, AS 9001, ISO 22000 or equivalent standards. The supplier shall provide Hydro with such documentation and acceptable quality data upon request. Hydro or its representatives may at any time, after appropriate notification, carry out quality audits of the Supplier's production facilities and quality control procedures, as well as audits to assess the Supplier's compliance with its obligations under paragraph 6. In addition, subject to the confidentiality provisions of Section 7, the Supplier agrees to grant Hydro unrestricted access to all information (except financial records) and facilities relevant to the Deliverables and to provide a copy of the relevant information.

6.2 Title guarantee. Supplier warrants and represents to Hydro that upon delivery to Hydro of the Deliverables (a) Hydro will acquire good and clear title to the Deliverables, free and clear of all lien and encumbrance, (b) all Deliverables supplied under this contract, excluding product designs ordered by Hydro, are the property of Supplier, (c) all Deliverables supplied under this contract, excluding product designs ordered by Hydro, are the property of Supplier, are duly licensed by Hydro or are in the public domain and their use by Hydro, its representatives, distributors, dealers and other direct and indirect clients will not infringe or violate any third party property rights, and (c) the Supplier has full power to enter into and perform its obligations under the contract and to grant Hydro all necessary rights and licences under the contract. As of the date of acknowledgement of receipt of the Order, the Supplier declares that it has not received any notification or claim from third parties alleging that all or part of the Deliverables infringe the property rights of third parties

6.3 Guarantee. The Supplier warrants that all Deliverables which are products shall be new, free from defects in design, material and workmanship and conform to the agreed specifications, descriptions and drawings. The Supplier warrants that all Deliverables that are services will conform to the service description and any applicable statement of work. Unless otherwise agreed or unless longer warranty periods are customary or standard in the industry, the warranty period for all Products shall be twenty-four (24) months from the date of Delivery. Hydro shall have the right, at any time after delivery, to test and inspect the Deliverables. If Hydro suspects that any of the products are defective, it shall be entitled, at the Supplier's expense and risk, to return the defective Deliverables. Within ten (10) working days of receipt of the defective Deliverables, the Supplier shall, at Hydro's discretion, repair or replace the defective Deliverables and return them to Hydro at Hydro's expense. The Supplier shall be responsible for the de-installation and re-installation of the defective Deliverables or the costs arising therefrom. All repaired and replaced Deliverables that are products shall have a warranty of twenty-four (24) months. The Supplier shall repair non-conforming Deliverables that are services promptly after notification and at their own expense. In the event that a Deliverable cannot be repaired, replaced or otherwise remedied, the Supplier shall refund Hydro the full purchase price paid for the same. In addition to these remedies, Hydro shall be entitled to damages caused by any defective Deliverables and, upon request, the Supplier shall provide Hydro with a report of the causes and an analysis of the defects and propose corrective actions to prevent similar defects in future Deliverables.

Compliance with legislation and Hydro's policies. The Supplier and the Supplier's Deliverables shall at all times comply with all applicable laws, rules and regulations, including but not limited to employment, privacy and personal confidentiality laws and health, safety and environmental regulations, as well as Hydro's health, safety and environmental regulations (where present on Hydro's premises) and Regulation (EC) No 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH). The Supplier shall use its best efforts to assist Hydro in the event of audits by clients or governments.

The Supplier shall indemnify and hold harmless Hydro, its officers, employees and agents (in this clause referred to as "the Indemnitees") against any loss (including legal costs and expenses), damage or liability reasonably incurred or suffered by any of the Indemnitees arising out of any claim, suit, demand, action or proceeding page 2 of 4



by any person against any of the Indemnitees where such loss, damage or liability is caused by, arises out of, results from or relates to the Supplier's breach of any laws and regulations or Hydro's policies or any negligence, wilful misconduct or breach of contract. Furthermore, any systematic failure to comply with such rules shall constitute a material breach of contract, entitling Hydro to immediately terminate the relevant Order or contract without any right to compensation to the Supplier.

The Supplier shall at all times maintain full and adequate insurance coverage, with coverages at commercially reasonable rates and amounts against loss, damage, theft and all other reasonably foreseeable events that may adversely affect the Deliverables. In addition, the Supplier is responsible for obtaining and maintaining all export licenses and certificates necessary for the supply, sale and delivery of the Deliverables.

6.4 Code of conduct for suppliers. The supplier shall at all times ensure compliance with the principles set out in Hydro's Supplier Code of Conduct (a copy of which is available at <https://www.hydro.com/globalassets/download-center/supplier-code-of-conduct/supplier-code-of-conduct.pdf> or upon request). In addition, the Client shall actively promote the principles set out in the Code of Conduct for Suppliers of the Converter with its own suppliers/contractors and sub-suppliers/sub-contractors of any level that make a material contribution to the supply of the Scrap to the Converter (the Client and such suppliers/contractors/sub-suppliers/sub-contractors being collectively referred to as the "Supply Chain"). Hydro may, at any time, take any reasonable steps to monitor and audit the Supplier's compliance with its obligations under this section, including, without limitation, (a) requesting from the Supplier details of the Supply Chain compliance systems; and (b) conducting, upon reasonable notice, inspections of the facilities belonging to the Supply Chain. The Supplier shall provide Hydro with all assistance reasonably required. If at any time Hydro identifies, or has reasonable suspicion that a breach or violation of the principles of Hydro's Supplier Code of Conduct ("Non-Compliance") by any member of the Supply Chain has occurred, then Hydro shall notify the Client of such Non-Compliance. The Supplier shall provide all reasonable assistance to Hydro in investigating the Non-Compliance. If a Non-Compliance in the Supply Chain is material (in relation to (i) the nature of the principle in question, (ii) any potential effect on the Reputation of Hydro or its subsidiaries, or (iii) the performance of a contract) and/or cannot be corrected, Hydro may terminate any contract by written notice. If a Non-compliance in the Supply Chain has no significant effect and can be corrected, the Supplier shall be given a reasonable period of time to correct such non-compliance. The Supplier shall, without undue delay, submit a remediation plan to Hydro. If at the expiry of the correction period the non-compliance has not been corrected, Hydro is entitled to terminate the contract. The rights and remedies in this section are not exclusive and are without prejudice to any rights and remedies provided elsewhere in the contract and in general law.

7. CONFIDENTIALITY

From the issuance of the first Order or the signing of a contract and for a period of five (5) years from the last delivery made by Supplier, the parties shall not use, directly or indirectly, any proprietary, confidential or trade secret information or know-how of the other party (other than information in the public domain, the disclosure of which is required by law or which has been independently developed), including, but not limited to, product, financial, business or client information (collectively, "Confidential Information") for its own benefit or for the benefit of a third party, and shall not disclose such Confidential Information to any third party, except to the parties' employees or authorised contractors and sub-contractors appointed solely on a "need to know" basis, unless: (a) the receiving party obtains the prior written consent of the disclosing party; (b) such disclosure is required by applicable law or by legal, judicial, administrative or regulatory process, provided that the receiving party, to the extent not prohibited by applicable law or the authority having jurisdiction over such process, promptly notifies the disclosing party so that it may, if it so chooses, seek a protective order or other relief. Confidential Information shall include any report, memo, memorandum, analysis or other information developed by the receiving party based on the Confidential Information of the disclosing party, but shall not include information which:

- (i) has come into the public domain through no fault of the receiving party;
- (ii) has been lawfully disclosed to the receiving party by a third party who is not subject to a duty of confidentiality; (iii) has been independently developed by the receiving party without breach of contract; or (iv) was lawfully known to the receiving party prior to entering into the contract.

The disclosure of Confidential Information under this document is solely for the purpose of conducting business between the parties. Neither party shall for any reason use the Confidential Information received from the other for its own benefit, either in its own processes, or to manufacture, or cause to be manufactured, goods for sale. Nothing herein shall be construed as creating a partnership, joint HYDRO EXTRUSIONS - GENERAL CONDITIONS OF PURCHASE 2023_1

venture or any other form of entity, or as a license to use any information disclosed or to transfer any intellectual property rights. All intellectual rights to any information exchanged between the parties shall remain the property of the disclosing party. Furthermore, neither party shall have the right to bind the other to any commitment or obligation.

In addition, unless the Supplier obtains Hydro's prior written consent, the Supplier shall not use Hydro's or any of its Subsidiaries' name, logo, service marks, trademarks or other protected property, or describe or identify the Deliverables in any marketing communications, marketing materials, advertising or as any type of reference. In addition, any Deliverables resulting from the provision by the Supplier of consulting or other professional services shall be deemed to be a work for hire belonging exclusively to Hydro, so that the Supplier shall be deemed to have transferred and forever assigned to Hydro all right, title and interest it may have therein, whether intellectual property or otherwise.

8. INDEMNIFICATION

8.1 Intellectual property indemnification. The Supplier shall indemnify Hydro and hold Hydro harmless from and against all costs, expenses, liabilities and claims against Hydro alleging that the manufacture, purchase, use or sale of any Deliverables infringes or violates any third party's intellectual property, copyright, trademark or trade secret. In such a case, the Supplier shall, at its discretion and expense: (a) reimburse Hydro for all costs incurred at Hydro's written request in connection with such claim; and (b) pay Hydro's damages and costs incurred by Hydro attributable to such claim (including, without limitation, reasonable lawyers' fees).

In addition, Supplier shall (i) procure Hydro the right to continue to use the Deliverables, or (ii) replace or modify the Deliverables supplied or to be supplied so that they are free of the infringement, provided that the replaced or modified Deliverables supplied materially conform to the Specifications. If the Supplier is unable to achieve any of the options set out above despite its reasonable efforts, it shall require the return of such Deliverables freight collect to the Supplier and shall immediately refund Hydro the purchase price, plus all reasonable shipping, storage and associated costs.

8.2 Indemnification of third parties. The Supplier shall indemnify, hold harmless and defend Hydro against any and all claims, liabilities, damages, losses, costs and expenses (including, without limitation, reasonable lawyers' and other professional fees) payable to third parties to the extent based on any liability claim relating to the Deliverables or any other claim arising out of or relating to Supplier's negligence, misconduct, infringement of the law or non-compliance with its obligations under the contract, provided that Hydro (i) notifies the Supplier of the claim without delay (ii) provides the Supplier with all reasonable information and assistance, at the Supplier's expense, to defend or settle such claim, and (iii) grants the Supplier the right to jointly control the defence or settlement of such claim. The Supplier shall not settle any such claim without Hydro's prior written consent. Hydro reserves the right to retain a lawyer, at Hydro's expense, and to participate in the defence and settlement of any such claim.

8.3 Non-performance of the contract. The Supplier shall indemnify Hydro and hold Hydro harmless from and against any and all direct, indirect or consequential claims and liabilities (including, without limitation, loss of profits, loss of business, loss of goodwill and similar losses), costs, proceedings, damages and expenses (including, without limitation, legal and other professional fees and expenses) incurred by Hydro as a result of the breach or negligent performance or the failure or delay in performance of the contract by the Supplier.

8.4 Survival of rights and obligations after termination. Sections 3 (General Conditions), 4 (Prices and Payments), 6 (Representations and Warranties), 7 (Confidentiality), 8 (Indemnification) and 9 (General) shall survive cancellation, termination or expiry of an Order or the Contract.

9. DATA PRIVACY

Personal data obtained by the Supplier from Hydro is to be treated confidentially and may only be used by the Supplier for purposes related to the initiation and execution of any Order or the contract. Personal data shall mean all data relating to an identified or identifiable natural person. For more information about Hydro's processing of personal data, please see <https://www.hydro.com/en/data-protection-in-hydro/privacy-statement/>. The link leads to Hydro's privacy statement and Binding Corporate Rules, established to comply with applicable data protection legislation, including the EU General Data Protection Regulation.

10. GENERAL

10.1 Any modification of these Conditions must be agreed in writing by the parties. Orders submitted by Hydro may vary these Conditions if expressly stated.

10.2 Any notice under the contract shall be in writing and shall be sent by courier or by post (internationally recognised overnight commercial overnight courier, registered or recorded delivery), or by confirmed facsimile by post to the person specified in the Order (provided that a copy is sent at the same time by one of the alternative means set out in this Section 10.2). A copy of any notification to Hydro shall be sent simultaneously to: Norsk Hydro ASA, P.O. Box 980, 0240 Oslo, Norway, Attn: Group Legal Department.

10.3 Neither party shall be liable to the other for failure to perform or for delays or additional costs in the performance of its obligations under any Order due to causes over which such party has no control ("Force Majeure"). Such causes include, but are not limited to, war, inter-state hostilities, acts of terrorism, national strikes and lockouts, national or international transportation strikes, sanctions, embargoes, natural disasters, storms, fires, explosions or other similar contingencies beyond a party's reasonable control which result in the inability of that party to perform its obligations under the contract. Either party wishing to declare Force Majeure shall notify the other party in writing of the reasons for non-performance or delay in performance of its obligations under the contract as soon as the event occurs, and shall propose remedies to the other party for such non-performance

or delay. If the case of force majeure lasts for more than thirty (30) days, either party may terminate the order or the contract in writing immediately, without prejudice to any other right or remedy it may have.

10.4 Neither party may assign the contract or any rights or obligations under any Order or the contract without the prior written consent of the other party. Notwithstanding the foregoing, Hydro may assign the contract, or any of its rights and obligations hereunder, without the prior consent of the Supplier if the assignment is made as a result of a merger, reorganisation, consolidation or sale of substantially all of Hydro's assets, provided that the assignee assumes all of Hydro's obligations and liabilities herein. Notwithstanding the foregoing, the provisions of any Order and the contract shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

10.5 The Supplier may only use a sub-contractor to supply the Deliverables, or parts thereof, with Hydro's prior specific written consent. Failure to obtain such prior consent before using a sub-contractor shall constitute a material breach of contract by the Supplier. The Supplier shall be liable for the performance or omissions of its sub-contractors as if they were its own performance or omissions, irrespective of Hydro's consent to the Supplier's use of the sub-contractor.

10.6 The rights and remedies set out in this document shall be in addition to any other rights and remedies provided by law or equity. The failure of either party to enforce any provision of the contract shall not be deemed a waiver to enforce that or any other provision of the contract in the future. If for any reason a court of competent jurisdiction declares any provision of the contract to be invalid or unenforceable, the remainder of the contract shall continue in full force and effect and the provision in question shall be replaced by a valid provision having as nearly as possible the same economic effect.

10.7 If any provision of the contract is held or declared invalid or unenforceable by any law, regulation, ordinance, order or other rule of law, such provision shall be deemed to be amended or abolished, as the case may be, only to the extent necessary to comply with such law, regulation, ordinance, order or rule, and the remaining provisions of the contract shall remain in full force and effect.

10.8 The contract or actions related thereto shall be governed, controlled, construed, interpreted and defined in accordance with the laws of the country from which Hydro issues the purchase order, without regard to any conflict of law principles that would require the application of another choice of law. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is expressly excluded.

10.9 Each party represents and warrants to the other that it has the full right and capacity to enter into and perform the obligations of the contract and that the person signing the contract on its behalf is duly authorised. The contract may be made in duplicate, each of which shall constitute an original, but both of which together shall constitute one and the same instrument. In addition, the contract may be signed by means of an electronic signature, which shall be valid and binding for all purposes.

Signatures of the duly authorised representatives of Hydro and of the Supplier

Date: _____

_____ ("Supplier") _____ ("Hydro") By: _____

Signature: _____