



APPENDIX1: GENERAL TERMS AND CONDITIONS OF PURCHASE (GOODS) *ColorLine*

1 DEFINITIONS

"Color Line" means Color Line AS or the company stated as such in the Purchase Order, and Color Line's successors and assignees.

"Delivery time and date" means the time and date specified in the Purchase Order, and if not specified, two weeks after the date of the Purchase Order.

"Products" means the products as described in the Purchase Order.

"Contract" shall mean the written purchase contract for each individual purchase between Color Line and the Supplier consisting of the Purchase Order, these Standard Terms and any other contract documents explicitly made a part of the agreement and approved in writing by the Supplier and Color Line.

"Purchase Order" means the document that Color Line sends to the Supplier to order Products under the Contract.

"Standard Terms" means these general terms and conditions of purchase.

"Supplier" means the person, firm or company as specified in the Purchase Order and to whom the Purchase Order is issued.

2 GENERAL

2.1 The Contract consists of, and shall in the event of any conflict between them be given priority in the following order, unless otherwise agreed in writing: i) the Purchase Order, ii) these Standard Terms and iii) any other documents referenced therein.

2.2 If the Supplier starts to perform under the Purchase Order, this shall constitute acceptance of the Contract and the Standard Terms, and any other contract documents referred to in these documents.

2.3 Any reservation or discrepancies in any order confirmation or other documents from the Supplier shall be of no effect and shall entitle Color Line to cancel the Purchase Order without any liability.

2.4 None of the provisions or requirements of the Contract shall be considered waived by Buyer, unless explicitly approved in writing by Color Line.

2.5 Supplier may not assign or pledge the Contract or a part thereof or interest in it to a third party without the written consent of Color Line.

2.6 The Supplier shall not enter into any agreement for sub-supply concerning the Products without the prior written consent of Buyer. Such approval is not required for minor purchases or limited use of hired labour. No sub-supply, regardless of approval from Color Line, shall relieve the Supplier from any of its obligations under the Contract.

2.7 Color Line may require that the Supplier must, at no cost to Color Line and with no change in the agreed prices, offer and maintain an electronic catalogue of the Products with prices specific to Color Line. The solution must be adaptable to Color Line's electronic

purchasing solution. The Supplier commits to use such purchasing solution according to further agreed terms between the Supplier and Color Line. This includes an obligation for the Supplier to number and register its Products in accordance with the provisions of the purchasing solution to meet any technical requirements, and to pay any associated fees.

3 ORDER CONFIRMATION, CHANGE AND CANCELLATION

3.1 The Purchase Order to which these Standard Terms apply is an offer to purchase made by Color Line and shall become a Contract only upon the sending of a purchase confirmation. A Purchase Order shall under any circumstance be deemed to be accepted by the Supplier within five (5) working days after issuance of the Purchase Order by Color Line.

3.2 If an order confirmation returned by the Supplier to Color Line does not comply with the Purchase Order, these Standard Terms or what is otherwise agreed with Color Line, such conditions shall not be binding on Color Line and Color Line reserves the right to cancel the Purchase Order without cost and/or obligation.

3.3 Color Line may always without liability, change, modify, cancel or reschedule Purchase Orders in whole or in part with written notice [seven (7)] days before the scheduled Delivery time and date.

3.4 In case of any request for change, modification or rescheduling of an accepted Purchase Order, the Supplier shall make best efforts to accommodate such request.

3.5 The Supplier may not claim compensation, special fees or any other form of financial compensation as a result of a change, modification, cancellation or rescheduling made pursuant to this clause 3.

4 PRICE

4.1 The price is specified in the Purchase Order. The price is exhaustive and includes all costs, taxes and charges, excluding VAT.

4.2 The Supplier shall be responsible for payment of any fees, dues, taxes and other similar payments incurring prior to final delivery of the Products. The Supplier shall compensate Color Line for any costs or outlays that Color Line may be charged or forced to pay in relation to the Products prior to delivery at the place of delivery.

5 DELIVERY

5.1 The Supplier shall deliver the Products at the Delivery time and date according to DDP Incoterms 2020 at the named place of delivery specified in the Purchase Order. The Supplier bears all costs for transport and delivery of the Products, including but not limited to costs related to handling, insurances, taxes and dues, if any.

5.2 Place of delivery is as specified in the Purchase Order or as otherwise agreed.

5.3 Color Line shall only be obliged to accept delivery of such quantities of the Products as are specified in the Purchase Order or as modified, cf. clause 3. Unless otherwise agreed in writing the Supplier shall not be entitled to deliver in instalments.

5.4 Color Line shall have no obligation to inspect the Products upon delivery except with respect to transportation damage apparent on visual inspection without unpacking.

5.5 Color Line will not accept the Products which has an expiry date less than 6 months after the Delivery time and date for the Products, if not otherwise agreed separately. In such instances, the Products will be returned to the Supplier at Supplier's expenses.

6 PACKAGING AND LABELLING REQUIREMENTS

6.1 The delivery of Products must be marked with Color Lines PO Number. If the Products are packed according to crossdocking, the name of the ship must be stated.

6.2 For Products to be sold on ships, the Products shall (when necessary) be packed and delivered on non-damaged EURO pallets (with EUR-stamp), alternatively ½ and ¼ pallets with clear foil. Pallets will be exchanged on delivery and there will be no balanced score.

6.3 The Supplier commits to, at all time, to deliver the Products according to the standards of Global Standard 1 (GS1).

6.4 The Supplier shall package and store the Products as economically, safely and carefully as possible and in such a manner that shipment can be properly and adequately handled during transportation and delivery. Packaging materials shall be suitable for reuse or recycling.

6.5 All packaging and packaging materials shall be in conformity with the requirements of the Purchase Order, any applicable requirements of the carrier and the applicable laws and regulations of the countries of despatch and destination.

6.6 Prior to or upon delivery, the Supplier shall provide Color Line with all instructions and other information required to enable Buyer to store, handle and accept delivery of the Products. Furthermore, the following documents shall be delivered with the Products:

- Proforma Invoice
- Customs papers for T1 products
- Packing list
- CMR papers
- Transport documentation

Irrespective of this clause 6.6, all documentation which is relevant or results from requirements under applicable laws and regulations or industry standards for the Products delivered shall be attached to the delivery.

6.7 The Supplier must be able to prepare complete documentation in electronic format at the request of Color Line.

7 DELAY

7.1 The Supplier shall promptly inform Color Line if circumstances occur that may reasonably prevent it from delivering the Products on the Delivery time and date. Where the Supplier experiences problems fulfilling its total deliveries, the Supplier undertakes to prioritise Color Line as a customer.

7.2 In the event of any delay, Color Line may choose, at its discretion, without prejudice to any other right or remedy, to claim either damages and/or a reduction in the purchase price, to cancel the Purchase Order (in part or in full) and/or to make a replacement purchase (in which case the Supplier is obligated to cover any additional costs).

7.3 Irrespective of clause 7.2, Color Line may in the event of any delay demand delivery being made by the Supplier. In such case, the Supplier shall pay a daily penalty for each calendar day of delay. The daily penalty shall amount to [1 %] of the total value of the individual Purchase Order excluding VAT, but shall be limited to a maximum of [15] calendar days.

8 TRANSFER OF RISK

8.1 Risk in and ownership of the Products shall pass from the Supplier to Color Line when the Products have been delivered as agreed. However, it is a prerequisite for the transfer of risk that it is clearly stated on the labelling, transport document or by another method that the Products are intended for Color Line, and that Color Line has been made aware that the Products have been made available at the place of delivery.

8.2 The Supplier shall mark all Products, items etc. which are Color Line's property and as far as possible keep such items separate from other items.

8.3 The Supplier must obtain documentation for when and where the delivery has taken place and is responsible for ensuring that the delivery is without visible damage at the time of delivery.

8.4 The Supplier is not entitled to retention or to claim a lien on the Products supplied. Any such claim is invalid.

9 INVOICING

9.1 The invoice payment terms are as specified in the Purchase Order or as specified in another contract document. The invoices shall conform to the requirements of Color Line. An invoice cannot be issued prior to delivery of the Products.

9.2 To the extent permitted by law, invoices shall be without VAT as Color Line is operating on International waters and has tax exemption for all the Products sold on the ships.

9.3 Color Line requires electronic format for all invoices from Norway and Denmark according to

ELMA (NO) and NemHandel (DK). For all other countries Color Line require invoice in PDF to be sent to: faktura@colorline.no.

9.4 Where the delivery takes place in the form of partial deliveries over several months, the Supplier may invoice on account for the proportion that has been delivered, where agreed, but never for more than 90% of what has actually been delivered. Final settlement shall then take place once Color Line has received and approved the final partial delivery. The deadline for notices of objection shall also begin at the same time.

10 SUPPLIERS OBLIGATIONS

10.1 The Supplier shall at all times comply with the applicable laws and regulations, and the Supplier shall obtain and maintain all necessary permits in order to manufacture and deliver the Products. Specifically, the Supplier shall ensure that the Products supplied under the Contract at all times comply with the legal requirements outlined in applicable laws and regulations, and that the Products comply with high industry and business standards. The Supplier must notify Color Line immediately should the Supplier be aware of any non-compliance with the obligations according to this section 10.1. For the avoidance of doubt, this notification obligation also applies should the Supplier or its owners directly or indirectly be sanctioned by governments or authorities that hinder or is likely to hinder the continuance of the Contract.

10.2 The Supplier warrants, represents and undertakes that the Products are manufactured with all due skill and care, in a good and workmanlike manner and otherwise in line with best practice within its industry.

10.3 The Supplier is liable for ensuring that the Products are free from any defects, patent or latent, in material and workmanship, conform to applicable specifications and drawings and, to the extent that detailed designs were not provided to Color Line, will be free from design defects and in every aspect suitable for the purposes intended by Color Line, as to which the Supplier hereby acknowledges that it has had due notice. The approval by Color Line of any designs provided by the Supplier shall not relieve the Supplier of its obligations under any provision contained in this clause.

10.4 On demand, the Supplier, will provide product documentation for traceability, good manufacturing process, and storage requirements according to applicable law's regulations and industry standards.

10.5 The Supplier shall have the certifications outlined in an appendix to or as otherwise stated in the Contract, if applicable. The Supplier shall immediately inform Color Line if there are significant changes in the Supplier's certifications.

10.6 Where relevant, the Supplier shall ensure proper temperature control and bacterial control as specified in section 13, and upon request provide temperature log and tests documenting that bacteria requirements are met.

10.7 The Supplier shall ensure that all mandatory information requirements applicable to the Products, such as but not limited to allergenic information, is passed on to Color Line in a timely manner before delivery and in a format that satisfies Color Line's specific specifications, as well as be labelled or accompany the Products in line with applicable laws and regulations. Any change in such information shall be immediately notified to Color Line in writing. Non-compliance with this clause gives Color Line a right to reject the Products without liability.

10.8 The Supplier declares and warrants that he and his sub-suppliers strictly comply with the Norwegian Regulation 2008-05-30 regarding registration, assessment, approval and limitation of chemicals (REACH). The Supplier is required to provide all up-to-date information and data about substances used in the Products. The Supplier bears any and all additional costs associated to or resulting from REACH and shall indemnify Color Line for any breach of REACH.

10.9 The Supplier shall at all times have an extensive, up-to-date and an adequate quality assurance system to be followed in carrying out the duties and obligations under the Contract. Color Line may require a detailed account of the quality assurance system and may require improvements to this to the extent that Color Line finds that the system is not good enough to ensure that the delivery of the Products in accordance with the provisions in the Contract.

10.10 The Supplier undertakes to have an HSE system in accordance with HSE (internal audit) regulations. Color Line can require this to be presented. Color Line may require the Supplier to adapt to a well reputed system upon approval from Color Line.

11 ENVIRONMENTAL REQUIREMENTS

11.1 The Supplier must comply with all statutory environmental requirements, or the common requirements in the relevant industry, in its own business and for the delivery. The Supplier must, at its own expense, provide the environmental information necessary for Color Line to use the Products properly in relation to its employees, customers and others, and to fulfil reporting obligations in the environmental accounts required by the Accounting Act and other applicable laws and regulations.

11.2 Color Line encourages the Supplier to remove and reduce all packaging, at an early stage, to limit the generation of garbage on board ships.

11.3 Additional requirements applicable to the Supplier is set out in the Code of Conduct.

12 ETHICAL TRADING

12.1 The Supplier shall ensure that it does not either directly nor indirectly engage in social dumping, child labour or other conditions that conflict with IEH guidelines for ethical trade, ILO's fundamental conventions on principles and rights at work, or the UN's human rights (including UN's International

Covenant on Civil and Political Rights of 1966, UN's International Covenant on Economic, Social and Cultural Rights), and the Supplier shall ensure that the duties and obligations as set out herein also shall be complied with throughout its value chain.

12.2 Where the Supplier fails to comply with this section 12, Color Line shall be entitled to retain part of the contract price until there is evidence that the conditions are in order. The amount to be withheld shall correspond to twice the amount of the savings made by the Supplier.

The Supplier must, upon Color Line's request, submit sufficient documentation supporting the Supplier's compliance with this section 12. This documentation obligation shall also apply to any subcontractors.

12.2 Additional requirements applicable to the Supplier is set out in the Code of Conduct.

13 WARRANTY, REMEDIES AND RETURNS

13.1 Warranty. The Supplier warrants that, on the date of delivery of the Products and during the applicable warranty period, the Products shall (a) be new and strictly conform to the Contract and any and all of its requirements, as well as other applicable requirements as of such date, (b) be free of defects in materials and workmanship, (c) in all respects comply with all applicable laws and regulations, (d) not infringe any intellectual property right of any third party, (e) be free from liens, encumbrances and other claims of third parties, and (f) be free from counterfeit materials or components. The Supplier shall assist Color Line in documenting compliance with this clause, specifically applicable laws and regulations by providing all reasonably necessary documentation and information. If no warranty period is defined in the Contract, the warranty period shall be 12 months from the date of invoice.

Failure to meet requirements in the Purchase Order, the temperature and/or bacterial requirements will always be deemed as a defect or breach of warranty.

All bacteriological values must comply with the legislation of the countries in which Color Line operates, such as Norway, Sweden, Germany and Denmark.

If the Products are subject to governmental or regulatory monitoring or control due to the suspicion of non-compliance with applicable law, then Color Line has the right to reject the Products without costs.

13.2 Notification and remedies. In case of breach of a warranty under clause 13.1. of these Standard Terms or the Products otherwise being defective, Color Line shall notify the Supplier in writing without undue delay, and, if the warranty breach or defect is capable of remedy, permit the Supplier to promptly remedy it. If the Supplier fails to remedy the warranty breach or defect within five (5) working days after receipt of

notice, Color Line shall be entitled, at its discretion and at the Supplier's expense, to:

(a) return the defective Products in accordance with section 13.3;

(b) obtain repair or replacement of the defective Products in accordance with section 13.4 (in which case the Supplier is obligated to cover any additional costs);

(c) if Color Line, acting reasonably, has reason to believe that the Supplier is unable or unwilling to repair or replace the defective Products promptly, carry out (or have carried out) any work necessary to make the Products comply with clause 13.1 (warranty) of these Standard Terms; and/or

(d) to claim either damages and/or a reduction in the purchase price and/or to cancel the Purchase Order (in part or in full).

13.3 Right to return. If defective Products are covered by the warranty in clause 13.1 of these Standard Terms, Color Line may at its own discretion return the Products to the Supplier and the Supplier shall immediately credit Color Line for the full purchase price paid for such Products.

13.4 Repair and replacement. If the defective Products are covered by the warranty in clause 13.1 of these Standard Terms, Color Line may require the Supplier, at the option of Color Line, to repair or replace the Products free of charge. Without prejudice to clause 13.2 (c), the Supplier shall return the repaired Products or deliver a replacement within two weeks after the date of notice of defect by Color Line.

13.5 Customer claims and customer returns. The Supplier is responsible inter partes for any and all customer claims and customer returns relating to the Products. In the event that Color Line receives claims from Color Line's customers on the defective Products, Color Line will to the extent permitted by law, direct such claims to the Supplier. The Supplier shall immediately respond when notified about such a claim, including whether the Supplier accept the claim or not.

13.6 The Supplier's warranties and obligations under these Standard Terms do not apply to defects resulting from improper storage and use of the Products or caused by normal wear and tear or by inadequate maintenance on the part of Color Line. Where faults and defects arise during the warranty period, the Supplier shall have the burden of proving that the fault or defect in the product was caused by conditions for which Color Line bears the risk.

13.7 The Supplier shall defend, indemnify and hold harmless Color Line against all liability, loss, damages, costs and expenses (including consequential, special or incidental losses or damages and legal costs and expenses) awarded against or incurred or paid by Color Line as a result of or in connection with breach of any warranty given by the Supplier and against any fines, costs, or expenses arising from Supplier's failure

to comply with any applicable laws, rules, or regulations.

13.8 Color Line's rights under this provision do not limit Color Line's rights under the Norwegian Sale of Goods Act.

13.9 Color Line will not be responsible or held liable for any consequential, special or incidental losses or damages, including (but not limited to) loss of production or loss of profit. This limitation of the liability shall not apply in the event of gross negligence or wilful misconduct. In any event, the total liability of Color Line is the average annual purchase sum under the Contract.

14 FORCE MAJEURE

14.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control ("Force Majeure"). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

14.2 The party prevented from performing by Force Majeure shall notify the other party as soon as possible of its inability to meet its obligations, specifying the cause of the Force Majeure and estimated extent to which the event or condition will impact performance, and shall notify the other party when such impact ceases. Failure to do so forfeits the party's right to an extension of the time for performance.

14.3 The party claiming a Force Majeure event or condition shall act diligently to remove or remedy such event or condition. If the period of delay or non-performance continues for [fifty (50)] days, the party not affected may terminate the Contract by giving ten (10) days' written notice to the affected party.

15 INTELLECTUAL PROPERTY RIGHTS

15.1 Each party acknowledges that intellectual property rights owned by one party shall remain the property of that party, and that nothing in the Contract shall be construed as conferring any licence or granting any rights in favour of the other party in relation to the intellectual property rights of a party.

15.2 The Supplier shall indemnify and hold harmless Color Line against any actual or alleged claims and proceedings, including legal fees, by third parties with regard to any infringement in any jurisdiction of any design or work method, patent, copyright, proprietary right or confidential know-how or any other intellectual property rights related to the Products.

16 PERSONAL DATA

16.1 Color Line and the Supplier may collect and use personal data as a part of the Contract. These circumstances can include, but are not limited to, when: necessary for contractually related purposes,

Any personal data collected is subject to the EU General Data Protection Regulation 2016/679 ("GDPR"), as incorporated into Norwegian law. To ensure compliance with the GDPR, Color Line and the Supplier shall take any measure needed to ensure compliance.

17 MISCELLANEOUS PROVISIONS

17.1 Insurance. The Supplier shall at all times have an insurance coverage in line with industry standards that cover the liability, including product liability, the Supplier may incur in relation to Color Line or a third party for damages the Supplier may cause during the fulfilment of its obligations under the Contract. The Supplier must also at all times have the necessary insurance in place for its employees, as specified by law and by collective agreement.

17.2 Product liability. The Supplier shall indemnify, defend and hold harmless Color Line from and against any claim concerning any and all claims, fines, costs or losses as a result of product liability actions in respect of the Products supplied, including but not limited to the following: allergies, sickness, death, damages, losses.

17.3 Breach of contract. In the event that the Supplier fails to fulfil its obligations according to the Contract, or ceases carrying on business, Color Line may choose, without prejudice to any other rights or remedies it may have, to (a) cease all payments until obligations are fulfilled; and/or (b) claim compensation for losses that are directly caused by breach of Contract subject to the limits and exclusion of liability set out in the Contract.

17.4 Early Termination. Without affecting any other right or remedy available to it and notwithstanding anything else, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 60 days after being notified in writing to pay;

(b) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(c) the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

(d) the other party is or becomes the subject of a bankruptcy or liquidation order; or

(e) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

17.5 Consequences of termination. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry. On termination or expiry of the Contract, the Confidentiality, Governing law and Dispute Resolution clauses shall remain in force.

17.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

17.7 Rights and remedies. The rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

17.8 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17.9 No partnership. The parties specifically and expressly disclaim any intention to create a partnership, joint venture, or consortium, or to constitute any party as the agent of the other.

18 CONFIDENTIALITY

18.1 Each party undertakes that it shall not at any time disclose to any person or another third party any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted below in this clause 18.

18.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 18; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

18.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

18.4 A breach of the requirements set forth in this provision is considered a material breach of the Contract.

18.5 The duty of confidentiality shall be considered everlasting.

19 CHOICE OF LAW AND LEGAL VENUE

19.1 Any dispute arising from this Contract, including any disputes arising from purchases made under the Contract, shall be governed and construed in accordance with the laws of Norway.

19.2 If any dispute arises between the parties regarding the interpretation of the Contract or the legal effects of the Contract, attempts shall be made to resolve the dispute through negotiation. Where such negotiations fail, the dispute shall be resolved by the ordinary courts, unless the parties agree to submit the case to arbitration. The agreed venue is Oslo District Court.