

General Terms and Conditions

The following Terms & Conditions, along with any estimate, fee quote, proposal or scope of work provided to the CLIENT, form the Agreement between the CLIENT and TECHGARDEN OÜ.

General & Definitions

In these terms and conditions: "Reports" means any memoranda, analytical data, calculations, analytical measurements, analytical estimates, notes, certificates, and other material prepared by TECHGARDEN OÜ while providing the Services to the CLIENT, together with status summaries or any other communication in any form describing the results of any work or Services performed. "Proposal" means the quotation, proposal, estimate or fee quote, if applicable, provided to the CLIENT by TECHGARDEN OÜ relating to the Services. "Services" means all services, including but not limited to sampling and analytical testing, trouble shooting, investigative analysis, witnessing, data analytics and may comprise or include the provision by TECHGARDEN OÜ of a Validation Report / VGP Report.

Unless otherwise agreed in writing or except where they are at variance with (a) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (b) the mandatory provisions of local law, all quotation, or services and all resulting contractual relationship(s) between TECHGARDEN OÜ, and the Client's shall be governed by these general conditions of service.

Unless TECHGARDEN OÜ receives prior written instructions to the contrary from CLIENT, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom. The CLIENT hereby irrevocably authorizes TECHGARDEN OÜ to deliver Reports to a third party (including Class society) where so instructed by CLIENT or, at its discretion, where it implicitly follows from circumstances, trade custom, usage, or practice.

Provision of Services

TECHGARDEN OÜ will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by TECHGARDEN OÜ. Information stated in the Validation Report / VGP Report are derived from the results of inspection or testing procedures carried out in accordance with the instructions of CLIENT, and/or our assessment of such results based on any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be considered.

Reports issued further to the analysis of samples contain TECHGARDEN OÜ's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn. TECHGARDEN OÜ will reject the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of alternative parameters.

TECHGARDEN OÜ is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.

If the Client's requests that TECHGARDEN OÜ witness any third-party intervention, CLIENT agrees that TECHGARDEN OÜ's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention.

CLIENT agrees that TECHGARDEN OÜ is not responsible for the condition of BWTS who is installed onboard or the water quality it-self.

Should TECHGARDEN OÜ receive documents rejecting engagements contracted between CLIENT and third parties or third-party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are for information only, and do not extend or restrict the scope of the services or the obligations accepted by TECHGARDEN OÜ.

CLIENT acknowledges that TECHGARDEN OÜ, by providing the services, neither takes the place of CLIENT or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates, or undertakes to discharge any duty of CLIENT to any third party or that of any third party to CLIENT.

CLIENT Warranties & Obligations

The CLIENT shall ensure that sufficient information, instructions, and documents are given in due time to enable the required services to be performed on a good and safe way.

The CLIENT shall provide all necessary access for TECHGARDEN OÜ`s representatives to the place where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services.

The CLIENT shall ensure that all necessary measures are taken for safety and security of working conditions, sites, and installations during the performance of services and will not rely, in this respect, on TECHGARDEN OÜ`s advice whether required or not.

The CLIENT shall inform TECHGARDEN OÜ in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution, or poisons.

The CLIENT shall fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

Travelling

Travelling time will be charged at 750 EUR/day per person unless otherwise specified in the quotation. All documented travelling costs will be invoiced to Client with an administrative fee of 5 %. International travels on flights less than 5 hours by air shall be done on Economy Plus. If one of the flights is 5 hours or more, the entire booking shall be done on Business Class.

Any relevant cost with customs, visas and transportation will be charged unless otherwise specified in the quotation.

Fees & Payments

Fees not established between TECHGARDEN OÜ and CLIENT at the time the order is placed, or a contract is negotiated shall be at TECHGARDEN OÜ`s rates according to the given quotation and all applicable taxes shall be payable by CLIENT.

Unless a shorter period is established in the invoice, CLIENT will promptly pay not later than 14 days from the relevant invoice date or within such other period as may be established by TECHGARDEN OÜ in the invoice and all fees due to TECHGARDEN failing which interest will become due at a rate of 2.5 % per month (or such other rate as may be established in the invoice) from the actual

Due Date up to and including the date payment is received. TECHGARDEN OÜ may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction and CLIENT shall pay all TECHGARDEN OÜ`s collection costs, including attorney's fees and related costs.

CLIENT shall not be entitled to retain or defer payment of any sums due to TECHGARDEN OÜ on account of any dispute, counter claim or set off which it may allege against TECHGARDEN OÜ.

In the event any unforeseen problems or expenses arise while carrying out the services TECHGARDEN OÜ shall endeavor to inform CLIENT and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

If TECHGARDEN OÜ is unable to perform all or part of the services for any cause whatsoever outside TECHGARDEN OÜ`s control including, lost equipment during forwarding e.a., failure by CLIENT to comply with any of its obligations provided for in clause 2 above TECHGARDEN OÜ shall nevertheless be entitled to payment of: the amount of all non-refundable expenses incurred by TECHGARDEN OÜ; and a proportion of the agreed fee equal to the proportion of the services carried out.

Delays and Waiting Time

All delays and waiting time shall be invoiced at 100 EUR/h, up to 750 EUR/day per person unless otherwise specified in the quotation.

Liability

Limitation of Liability: TECHGARDEN OÜ is neither an insurer nor a guarantor and disclaims all liability in such capacity. Client's seeking a guarantee against loss or damage should obtain appropriate insurance.

If TECHGARDEN OÜ is unable to perform all or part of the services for any cause whatsoever outside TECHGARDEN OÜ's control including failure by CLIENT to comply with any of its obligations provided for in clause 2 above TECHGARDEN OÜ shall nevertheless be entitled to payment of: the amount of all non-refundable expenses incurred by TECHGARDEN OÜ; and a proportion of the agreed fee equal to the proportion of the services actually carried out.

TECHGARDEN OÜ shall not be liable for any delayed, partial, or total non-performance of the services arising directly or indirectly from any event outside TECHGARDEN OÜ's control including failure by CLIENT to comply with any of its obligations hereunder.

The liability of TECHGARDEN OÜ in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 1,5 times the amount of the fee paid in respect of the specific service which gives rise to such claim or EUR 10,000 (or its equivalent in local currency), whichever is the lesser.

TECHGARDEN OÜ shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expenses arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the CLIENT.

In the event of any claim, CLIENT must give written notice to TECHGARDEN OÜ within 10 days of discovery of the facts alleged to justify such claim and, in any case, TECHGARDEN OÜ shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

A: the date of performance by TECHGARDEN OÜ of the service which gives rise to the claim; or

B: the date when the service should have been completed in the event of any alleged nonperformance.

Indemnification

CLIENT shall guarantee, hold harmless and indemnify TECHGARDEN OÜ and its officers, employees, agents, or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance, or non-performance, of any services.

Confidentiality

As used hereinafter, "Confidential Information" shall include the CLIENT information and any information oral or written that a party may acquire from the other party pursuant to the Contract provided, however, that Confidential Information shall not include any information which;

- (1) Is or hereafter becomes generally known to the public.
 - (2) Was available to the receiving party on a non-confidential basis prior to the time of its disclosure by the disclosing party.
 - (3) Is disclosed by an independent third party with a right to make such disclosure.
- Unless required by law, neither party shall disclose the other's Confidential Information to any person or entity except as expressly provided for herein.

Miscellaneous

If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Use of TECHGARDEN OÜ's corporate name or registered marks for advertising purposes is not permitted without TECHGARDEN OÜ's prior written authorization.

Governing Law, Jurisdiction and Dispute Resolution

The Agreement, the Proposal and the Reports shall be governed by Norwegian law. The seat of the arbitration shall be in Norway, even where any hearing takes place outside of Norway.

TECHGARDEN OÜ is, however, also entitled to sue the CLIENT at client's place of general jurisdiction.