

Code of Conduct

In all business relationships with our customers and suppliers, our quotations, orders, assignments, and agreements are subject to Teknotherm's Code of Conduct. The Code of Conduct can be found: <https://www.teknotherm.no/>.

Confidentiality

The supplier and any subcontractors shall not make or authorize any news release, advertisement, or other disclosure, including any information release to any information broker, that relates to the transaction or the relationship with Teknotherm, Teknotherm's subsidiaries, Teknotherm's owners, and/or Teknotherm's customer(s).

Export Control

To comply with applicable sanction regimes, including but not limited to those administered by the EU, UN, OFAC, and OFSI, Teknotherm is entitled to suspend obligations or terminate agreements in case delivery becomes restricted or prohibited due to export control laws without any liability. This clause also applies to any restrictions or prohibitions due to changes in export control laws.

For the customer

The validity of our quotation, order confirmation and/or agreement may be subject to the granting of governmental export or import license.

If an import license is required, the customer shall inform Teknotherm immediately thereof and the customer shall provide Teknotherm with the necessary documentation as soon as it is available.

If an export license needs to be granted, Teknotherm may suspend its obligations and customer's rights regarding such delivery until such license is granted or for the duration of applicable restrictions and/or prohibition. In cases where export control laws indicate that export license will not be granted, Teknotherm may terminate any agreement related to such products, without incurring any liability towards customer.

If an end-user statement is required, Teknotherm shall inform the customer immediately and customer shall provide Teknotherm with the necessary documentation.

By accepting Teknotherm's quotation, customer agrees that it will not deal with the products and/or documentation related thereto in violation of any applicable export or import control laws and regulations. Compliance can require a request for information about the ultimate beneficiary owner (UBO) of relevant legal entities, partnership, and stakeholders.

In cases where performance of services and/or supply of goods will be restricted or forbidden due to (changed) export control laws, including an UBO being listed on a sanctions list, rights and obligations of the customer will be suspended for the estimated duration of this (changed) export control law.

For the Supplier

Supplier shall comply with all applicable export control and sanction regimes, including but not limited to those administered by the EU, UN, OFAC, and OFSI. Supplier shall promptly notify Teknotherm of licensing requirements, restrictions, information on export control classification, and any other relevant information pertaining transactions between supplier and Teknotherm.

Furthermore, the supplier shall not be affiliated with any persons, stakeholders and/or legal entities listed on aforementioned sanctions lists. No products (including software), components, raw material or other goods sourced by the supplier or any party in its supply chain are subject to restrictions or requirements under said sanctions.

The Supplier will, without delay, notify Teknotherm in writing if the Supplier or any party in its supply chain becomes aware of any violations to export and sanction regimes. The supplier shall provide relevant information to Teknotherm, including any mitigating steps taken to manage the incident.

In the event that the Supplier is in breach of any of the aforementioned requirements, Teknotherm may with immediate effect, and without incurring liability of any kind, terminate any or all ongoing transactions with the supplier.

Corporate Governance and Anti-Corruption

Involved parties shall maintain policies and internal controls to promote ethical business conduct and compliance with applicable anti-bribery and anti-corruption laws and regulations. Where applicable:

- I. the United States Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, et. seq.) as amended (the FCPA); and
- II. the UK Bribery Act 2010, and
- III. any applicable legislation implementing the Organization for Economic Cooperation and Development Convention Against Bribery of Foreign Public Officials in International Business Transactions; and

- IV. any other applicable laws, regulations, international conventions, and applicable standards, policies, or requirements relating to corporate governance, anti-bribery, anti-corruption, and responsible business conduct.

Each Party represents and warrants that neither it nor any of its parent companies, affiliates, directors, officers, employees, agents, subcontractors, suppliers, or other relevant stakeholders has, or will, directly or indirectly, offer, promise, authorize, give, request, or accept any payment, gift, benefit, or other thing of value to or from:

- a. any government official or employee, governmental authority, political party, political party official, candidate for public office, or official or employee of a public international organization; or
- b. any other person or entity,

for the purpose of improperly influencing any act or decision, securing an improper advantage, inducing the improper performance or breach of a duty, or obtaining, retaining, or directing business or any other benefit in violation of applicable Anti-Corruption Laws.

No Russia & Belarus Clause

Teknotherm is a subsidiary of Heinen & Hopman. As such, Heinen & Hopman warrants on behalf of her subsidiaries that they will not sell, supply, transfer, (re-) export or disclose, directly or indirectly, goods covered by this agreement to any Russian or Belarus entity or individual or for use in Russia or Belarus, nor shall they allow any third party to do so on their behalf, without the prior written consent of the Heinen & Hopman-group for products that fall under the scope of Article 12g(1) of Reg. (EU) 833/2014 and Article 8g(1) of Reg. (EU) 765/2006.

For the Customer:

The customer agrees to not sell, export or re-export, directly or indirectly, to any Russian or Belarus entity or individual or for use in Russia or Belarus, nor shall it allow any third party to do so on its behalf, without the prior written consent of Heinen & Hopman for any products supplied under or in connection with this agreement that fall under the scope of Council Regulation (EU) No 833/2014 and Article 8g(1) of Reg. (EU) 765/2006.

The customer shall undertake its best efforts to ensure that the products are not (re-)exported to Russia or Belarus by any third parties further down the commercial chain, including by possible resellers.

If the customer violates the provisions of this clause, Heinen & Hopman and Teknotherm will inform the competent authorities. In case of breach of this article by the customer, Teknotherm will be entitled to terminate this agreement with immediate effect and to a penalty to be paid by the customer of 30% of the total value of this agreement or the price of the goods exported, whichever one is higher, notwithstanding the right to recover all damages incurred as a result of such breach.

For the Supplier:

The Supplier shall warrant that:

- (a) neither supplier, nor any of its parent companies, ultimate beneficiary owners, subsidiaries, or entities within its supply chain, is a person or an entity subject to restrictive measures falling under the scope of under the scope of Council Regulation (EU) No 833/2014 and Article 8g(1) of Reg. (EU) 765/2006.
- (b) the supplier shall comply with applicable sanctions and export control laws. The supplier shall not engage in any activity intended to circumvent, evade, or facilitate the circumvention or evasion of applicable sanctions and export control laws.
- (c) Upon reasonable request, the supplier shall provide information and documentation reasonably required to verify compliance with this clause.
- (d) the supplier shall promptly notify Teknotherm if it becomes aware of any actual or suspected breach to this clause or if it or any relevant stakeholder becomes subject to sanctions or any other relevant restrictions.

In case of breach of this article by the supplier, Teknotherm will be entitled to terminate this agreement with immediate effect.