

AUGUST 2020

**GENERAL TERMS AND CONDITIONS FOR DELIVERIES OF LNG FOR MARITIME USE****1 FIELD OF APPLICATION**

The following General Terms and Conditions for Deliveries of LNG for Maritime Use (General Terms) shall apply for all sale and purchase of LNG from the Seller to the Buyer unless otherwise specifically agreed in writing. These General Terms shall also apply for future business transactions conducted between the Seller and the Buyer related to Maritime use of LNG, even if they are not referred to or enclosed in the individual future case(s). These General Terms shall override any terms and conditions incorporated or referred to by the Buyer in any orders or elsewhere.

**2 DEFINITIONS AND INTERPRETATION**

**Affiliate** means, in relation to either Party, any entity that (directly or indirectly) controls, is controlled by, or is under common control with such Party. For the purposes of this definition, control means the right to cast fifty percent (50%) or more of the votes exercisable at an annual general meeting (or its equivalent) of the entity concerned or, if there are no such rights, ownership of fifty percent (50%) or more of the equity share capital of or other ownership interests in such entity, or the right to direct the policies or operations of such entity.

**Agreement** means the documents entered into for the sale and purchase of LNG between the Seller and the Buyer and any individual orders, if applicable, thereunder, together with these General Terms.

**Bunker Delivery Note** or **BDN** has the meaning given to it in Clause 4.7.

**Business Day** means any day when banks are generally open for business in Finland, Sweden and Norway.

**Buyer** means the legal entity purchasing LNG from the Seller pursuant to an Agreement.

**Buyer's Receiving Facilities** means any and all facilities and equipment used (whether owned or hired) by the Buyer for the purpose of receiving LNG.

**Confidential Information** has the meaning given to it in Clause 16.1.

**Contract Price** means the price for the LNG as specified in the Agreement or the applicable Purchase Order.

**Delivery** means any and all actions performed in order to transfer the LNG from the Seller's Bunker

Facilities over the Delivery Point to the Buyer's Receiving Facilities.

**Delivery Point** means the flange connecting the Seller's Bunker Facilities and the Buyer's Receiving Facilities.

**Force Majeure Event** has the meaning given to it in Clause 15.1.

**General Terms** means these General Terms and Conditions for Deliveries of LNG for Maritime Use forming an integral part of the Agreement to which they relate.

**Invoice** has the meaning given to it in Clause 7.3.

**LBG** means Liquefied Biogas fulfilling the physical quality of LNG. These General Terms shall also apply for all sale and purchase of LBG and any blend of LNG and LBG from the Seller to the Buyer, unless otherwise specifically agreed in writing.

**LNG** or **Liquefied Natural Gas** means natural gas in a liquid state at or below its point of boiling and at or near atmospheric pressure.

**Parties** mean the Seller and the Buyer together and a Party means either of them.

**Purchase Order** means an order placed by the Buyer that has been confirmed by the Seller in accordance with the mechanism set out in the Agreement.

**Seller** means Gasum AS (Norway) and its affiliates Gasum LNG Oy (Finland) and Gasum AB (Sweden) at any time.

**Seller's Bunker Facilities** means any and all facilities and equipment, including Seller's LNG bunkering vessels, used (whether owned or hired) by Seller for the purpose of bunkering LNG.

**Vessel** means the Buyer's vessel into which the LNG shall be supplied under the Agreement.

References to clauses in these Terms and Conditions are to the clauses of these Terms and Conditions unless expressly set out otherwise.

### 3 LNG QUANTITY AND QUALITY

- 3.1 The LNG shall be of such commercial grade as generally offered by Seller to its customers for similar use at the time and place of Delivery.
- 3.2 Any information regarding the LNG provided by Seller in data sheets or otherwise is only indicative and approximate.
- 3.3 The LNG is sold "as is", and the Buyer shall bear the full and sole responsibility for selection and fitness of the LNG for any particular use and/or Vessel.
- 3.4 The Seller reserves the right to amend the quality specifications by notifying the Buyer thereof in writing. The amendments will take effect thirty (30) days after the date of notification of the same to the Buyer unless the Buyer terminates the Agreement before such date in accordance with Clause 14.2.
- 3.5 The Buyer shall bear the full and sole responsibility for any consequences arising from any commingling of the LNG with any other product(s) aboard a Vessel.
- 3.6 The quantity of the LNG shall be determined from a certified and approved custody transfer system (CTS) of the Seller's Bunker Facilities, according to the latest edition of GI-IGNL. In case the equipment used by the Seller to effect Delivery is not equipped with a fiscal measuring device, the quantity of the LNG shall be determined by weight (e.g. by weighing trucks before and after Delivery). Buyer has a right to be present at the measuring at its own cost.

### 4 DELIVERY AND TITLE

- 4.1 Seller may deliver the LNG by use of the Seller's Bunker Facilities, trucks, barge or any other means as reasonably determined by Seller. Vapor return lines will not be connected unless otherwise specifically agreed in writing.
- 4.2 Unless otherwise agreed, the Seller shall make and the Buyer shall take the Delivery of LNG under the Agreement FOB Incoterms 2020. The place of Delivery shall be specified in the Agreement. Except as expressly provided in the Agreement or these Terms and Conditions, FOB means "Free-on-Board", applying the standard terms and conditions applicable to that term as set out in Incoterms 2020. Delivery of the LNG shall be deemed completed at the Delivery Point.
- 4.3 Buyer shall be responsible for the compatibility and connection between Seller's

Bunker Facilities and Buyer's Receiving Facilities.

- 4.4 Seller's responsibility for the LNG shall cease and Buyer shall assume all risks, including any and all risk of loss, damage, deterioration, depreciation, evaporation and shrinkage of the LNG when the LNG reach the Delivery Point.
- 4.5 Title to the LNG shall pass from Seller to Buyer when the LNG reach the Delivery Point.
- 4.6 If Buyer fails to receive or rejects any amount of the full quantity of LNG ordered, Buyer shall be liable for all expenses and losses incurred by Seller as a result of such failure or rejection, including any loss and expenses incurred by having to transport LNG back to storage or by degradation of LNG.
- 4.7 Promptly after completion of each delivery of LNG under the Agreement, the Seller shall deliver or cause to be delivered to the Buyer a Bunker Delivery Note (the Bunker Delivery Note or BDN), prepared in accordance with Clause 3.6, together with such other documents concerning the delivery as may be reasonably requested by the Buyer for the purpose of customs clearance, if relevant. The BDN shall set out the volume as well as the quality specifications of the delivered LNG. Upon completion of the delivery a representative of the Buyer shall sign the BDN confirming the completion of the delivery and the delivery of the documents referred to in this Clause. The quality and quantity of the LNG as set out in the relevant BDN shall be final and binding on the Parties, save for fraud and/or manifest error.

### 5 NOMINATION AND PRIORITY

- 5.1 The Buyer shall notify the Seller in writing of the exact time at which it wishes to receive LNG at least 48 hours before such time. The Seller will within reasonable time after receipt of such notice give the Buyer information on whether it will or can affect Delivery or suggest another time of Delivery.
- 5.2 The Buyer may suggest minor adjustments to the time of Delivery until ten (10) hours remain till the time of Delivery. The Buyer shall be liable for any and all costs, losses and expenses incurred by the Seller as a result of any change to the time of Delivery that has not been notified in accordance with the preceding sentence, unless such change is caused by the Seller.

- 5.3 The Seller may have priority obligations towards other customers, and the Buyer accepts that the Seller may order such variations to the time, place and means etc. of Delivery as are necessary in order for the Seller to comply with such priority obligations.
- 5.4 Having regard to the preceding paragraph as well as any congestion and prior commitments affecting Seller's Bunker Facilities, the Seller shall use its reasonable efforts to allow the Vessel to be bunkered as soon as prevailing circumstances permit and in accordance with the Buyer's preferred time of Delivery.
- 5.5 The Seller will inform the Buyer of its planning with regard to possible time and place of Delivery.
- 5.6 The Seller shall under no circumstances be liable for any consequences of time lost due to Vessel having to wait for Delivery.

## 6 PRICE

- 6.1 In addition to the purchase price for the LNG, Buyer shall pay Seller for the Delivery services at the rates applicable on the date of Delivery and for all additional charges incurred in connection with the Delivery, including but not limited to, port dues, wharfage, mooring and unmooring, barge hire, demurrage etc.
- 6.2 Any additional or overtime rates related to work performed in relation to Delivery outside of normal working hours or outside of the Business Days shall be paid for by Buyer. Unless otherwise agreed, normal working hours are between 8 am and 4 pm of the time of the country of Delivery.
- 6.3 All prices are exclusive of VAT and any and all taxes imposed on the delivery, sale, storage and use of the LNG (including but not limited to any and all taxes on CO<sub>2</sub> and NO<sub>x</sub> emissions), which shall be borne by Buyer.

## 7 PAYMENT

- 7.1 The Buyer shall pay for all LNG delivered to the Delivery Point. The Buyer will be invoiced for the LNG Delivery in Norway by Gasum AS; in Sweden by Gasum AB; and in Finland by Gasum LNG Oy.
- 7.2 The amount payable by the Buyer to the Seller for LNG sold under the Agreement shall be calculated by multiplying the

quantity delivered as notified pursuant to Clause 4.7 by the Contract Price.

- 7.3 Within five (5) Business Days of completion of each delivery of LNG, the Seller shall deliver to the Buyer a final invoice showing the amount payable as calculated pursuant to Clause 7.2 (the Invoice) together with the possible supporting documents.
- 7.4 Except as otherwise expressly set out in the Agreement, each Invoice shall become due and payable by the Buyer fourteen (14) days after the date of the Invoice and shall be paid by the Buyer in cash to the Seller's bank account set out in the Agreement or the Invoice or otherwise specified by the Seller to the Buyer in writing.
- 7.5 If the full amount of the Invoice payable by the Buyer is not paid when due, any unpaid amount thereof shall bear penalty interest from the due date until paid at the applicable rate payable under the applicable Interest Act on delayed payments, as amended, at all times.
- 7.6 If payment by Buyer of any Invoice for quantities of LNG delivered under the Agreement is not made within five (5) Business Days after the due date thereof, Seller shall be entitled in its absolute discretion to immediately (a) call on any form of credit security provided by Buyer pursuant to Clause 7.7, or, if unsuccessful or unavailable, (b) suspend subsequent deliveries of LNG to Buyer until the amount of such Invoice, together with interest thereon has been paid in full.
- 7.7 In the event that the Buyer is a new customer of the Seller or the Seller (in its sole discretion) takes the view that due to the Buyer's financial situation (including a drop in the Buyer's credit rating and/or repeated payment delays) it has a justifiable reason to fear the non-payment of the full amounts due under the Agreement, the Seller shall have the right to introduce advance invoicing under the relevant Agreement or demand that the Buyer provides satisfactory security for amounts payable under the Agreement without delay. The amounts invoiced in advance shall be based on ordered volumes under the relevant Agreement or Purchase Order.
- 7.8 The Buyer shall not be entitled to set off or deduct any amounts for claims against the Seller, including claims for alleged defects of quantity and/or quality of the LNG.

**8 CLAIMS**

- 8.1 Any dispute with regard to shortage in quantity of the LNG must be notified in writing to Seller at the time of Delivery and prior to the signing of the BDN, where the delivered quantity is specified and verified by both Parties. Any claim concerning the quantity shall be documented in the BDN.
- 8.2 Any claim with regard to the quality of the LNG must be made in writing to Seller immediately upon detection of the alleged defect and at the latest within fourteen (14) calendar days from the Delivery.
- 8.3 Any claim from the Buyer with regard to quantity and/or quality of the LNG shall be time barred unless legal proceedings have been initiated within three (3) months of the Delivery.

**9 COMPLIANCE WITH LAWS AND REGULATIONS**

- 9.1 The Buyer shall keep itself informed of and shall comply with applicable laws, regulations and guidelines in force at all times in the country of Delivery. For the avoidance of doubt the Buyer shall bear the risk and costs of any changes in such laws, regulations and guidelines.
- 9.2 The Buyer warrants and guarantees that the Vessel and the Buyer's Receiving Facilities are at all times in compliance with all applicable laws and regulations.
- 9.3 To the extent applicable, the Buyer is responsible for any and all acts and for obtaining and providing to the Seller any and all documentation required for obtaining and maintaining any exemptions and reductions of taxes on CO<sub>2</sub>, NO<sub>x</sub> or other emissions.
- 9.4 Seller is not required to perform Delivery and is entitled to immediately stop any commenced Delivery in case Seller has reason to believe that Buyer and/or the Vessel and/or any of the Buyer's Receiving Facilities lack(s) any required permit or certificate or is not in compliance with any applicable law or regulation.
- 9.5 Buyer shall indemnify and compensate Seller for any and all losses, costs and expenses arising from Buyer's failure to comply with any of the provisions of this Clause 9.

**10 INSURANCE**

- 10.1 The Parties shall apply and maintain during the validity of the Agreement applicable and

sufficient insurance coverage related to their obligations under the Agreement.

**11 LIABILITY AND INDEMNITY**

- 11.1 The Seller shall only be obliged to compensate to the Buyer for direct loss based on the Agreement that is caused by the intent or negligence of the Seller that caused the loss or damage. The Seller shall not be liable for loss of time or hire, demurrage, loss of schedule, loss of or damage to cargo or, without prejudice to the foregoing, any consequential or indirect losses suffered by the Buyer howsoever arising and whether or not as a result of the Seller's default, negligence or otherwise.
- 11.2 The Seller's total liability in relation to any sale and purchase of LNG shall in all cases be limited to an amount equaling the Contract Price received by Seller for the relevant sale and purchase of LNG. Any claims by the Buyer, including any and all further claims based on contract or law, exceeding this amount, shall be excluded.
- 11.3 The Party suffering the possible loss or damage shall be obliged to immediately take all necessary measures to promote the prevention or restriction of such loss or damage. If the Party fails to do this, resulting in an increase in loss or damage, the Party shall be liable for compensation.
- 11.4 In the event that liability for damages to a third party arises, both Parties shall be liable for the costs, loss or damages caused by its own work performance or equipment.
- 11.5 The Buyer shall indemnify and hold the Seller, its contractors, subcontractors, agents and representatives, and any employee of any of the foregoing harmless from and against all liability, loss, claim, costs and damages incurred by the Seller due to the Buyer's work performance or equipment at the Buyer's Facilities or otherwise or for which Seller is not responsible under the Agreement.

**12 HEALTH, SAFETY AND ENVIRONMENTAL PROTECTION**

- 12.1 The Buyer shall comply with all health and safety requirements related to LNG, including any requirements instructed by Seller in writing.
- 12.2 Buyer shall be responsible for providing safe reception of the LNG.
- 12.3 If an escape, spillage or discharge (hereinafter collectively referred to as an "Escape")

of the LNG occurs or threatens to occur during Delivery, the Buyer will immediately take such action as is required to avoid, remove and/or mitigate the consequences of any such Escape or threat thereof. Notwithstanding the foregoing, the Seller is authorized to take any measures, either in cooperation with the Buyer or alone, and to incur expenses as are reasonably necessary, to avoid, remove and/or mitigate the consequences of any Escape or threat thereof. If the Seller has exercised its option in accordance with the preceding sentence, the Buyer shall cooperate and render such assistance as is required by the Seller in the course of such action and shall pay and indemnify the Seller for any expenses, damages, costs, fines and penalties arising from the Escape or threat thereof, unless the Escape or threat thereof was due to the Seller's gross negligence.

- 12.4 The Seller is not required to perform Delivery and is entitled to immediately stop any commenced Delivery in case the Seller has reason to believe that the Buyer is not in compliance with any applicable health, safety and environmental requirements.
- 12.5 The Seller shall not be obliged to deliver LNG (and shall have no liability in connection with such non-Delivery) if the Delivery will or might entail a risk of personal injury or damage to the Buyer's Facilities, the Seller's property or the Seller's LNG truck or LNG vessel (including any metering equipment) or any other property or if the Seller determines, in its sole discretion, that delivering LNG to the Buyer would breach any applicable laws, regulations and guidelines due to reasons attributable to the Buyer, or any other reason whatsoever. The Seller shall have the right to inspect the Buyer's Facilities and documents related to the Buyer's Facilities or its personnel discharging the LNG from the Seller's truck or vessel before completion of delivery for the purposes of determining whether the conditions referred to in this Clause are met.

### 13 OTHER BUYER'S OBLIGATIONS

- 13.1 The Buyer shall be responsible, at its own cost, for scheduling and paying for all dockage and mooring fees, wharfage fees, port use fees and any other charges imposed by or otherwise payable to any port or similar authority, as well as charges imposed by or otherwise payable to fire boats, tugs and escort vessels, the coastguard, a pilot, and

any other person assisting the Vessel to enter, leave or utilise the port or quay.

- 13.2 The Buyer shall ensure that the Vessel arrives at the quay or place of Delivery ready in all respects to commence the required procedures for taking delivery of LNG from the Seller. The Buyer shall provide free of cost to the Seller a clear berth for the Seller's bunker vessel alongside the Buyer's Vessel's receiving lines and the reasonable assistance of qualified staff to secure the moorings of the Seller's vessel.

### 14 TERMINATION

- 14.1 Either Party shall have the right at any time by giving notice in writing to the other Party to terminate the Agreement and any Purchase Order (without prejudice to any rights which may have accrued due thereunder) forthwith in any of the following events:
- (a) in case of a material breach of the terms, conditions or provisions of the Agreement or the applicable Purchase Order (including for the avoidance of doubt these General Terms), and if such breach is not remedied, if remediable, within a period of thirty (30) days after written notice thereof has been given to the other Party, provided that a remediable failure which cannot be remedied within such thirty (30) day period shall be deemed to have been so remedied if the other Party commences to remedy the same forthwith upon receipt of the written notice thereof and thereafter proceeds diligently to complete such remedy; or
  - (b) if the other Party becomes insolvent or enters into bankruptcy or liquidation whether compulsorily or voluntarily (other than voluntary solvent liquidation for the purposes of reorganisation) or has receivers and managers or administrative receivers appointed or becomes subject to an administration order or enters into any voluntary arrangement or scheme of arrangement with its creditors or (in any jurisdiction) becomes subject to any insolvency process or procedure similar to the foregoing (unless applicable bankruptcy or reorganisation legislation restricts the possibility of asserting such circumstances as a basis for termination for breach).
- 14.2 The Buyer shall have the right to terminate the Agreement forthwith within fifteen (15) days of receiving notification of the relevant

amendment under Clause 3.4 or 17.3 by giving notice in writing to the Seller if:

- (a) as a result of the Seller amending the Specifications in accordance with Clause 3.4, the Buyer would not be able to utilize the LNG for its purposes, or
- (b) the Seller amends these Terms and Conditions in accordance with Clause 17.3, and such amendment is relevant for the Buyer and would significantly worsen the Buyer's position under the Agreement.

14.3 After the termination, the Buyer shall pay the Seller any outstanding amounts under the Agreement or any Purchase Order.

## 15 FORCE MAJEURE

15.1 In the event of force majeure, the Parties shall not be liable for any failure to perform or delay in performance of its obligations under an applicable Agreement other than the payment of money when due. Force majeure shall mean events beyond the Parties' control that could not be reasonably taken into consideration when the Agreement was concluded and that during their existence or thereafter prevent or considerably hinder the performance of the obligations under the Agreement and where such hindrance cannot be reasonably prevented or eliminated (a Force Majeure Event). Force Majeure Events include, without limitation: a fire, explosion, flood, earthquake, governmental or other authority order, war or mobilization, unforeseen large-scale military call-up, confiscation, import ban, force majeure experienced by a foreign gas or LNG supplier or otherwise under a gas or LNG supply agreement with a foreign supplier, restrictions in access to power, general shortage of raw materials or supplies, leak in a gas pipeline, strike, labor dispute or other circumstance beyond the Parties' control.

15.2 A Force Majeure Event shall postpone the fulfilment of contractual obligations for the period of each event's existence regarding the contractual obligation or for the period necessary to eliminate the consequences of the event.

15.3 If a Party wishes to claim force majeure, the Party must inform the other Party thereof in writing without delay.

15.4 A Force Majeure event of Seller's sub-supplier (including terminal, truck or vessel operators, as the case may be) shall constitute

a Force Majeure Event of Seller under the Agreement.

15.5 Should the Force Majeure Event last for longer than ninety (90) days, the unaffected Party may terminate any affected delivery under the Agreement with immediate effect by sending a written notice thereof to the other Party.

## 16 CONFIDENTIALITY AND DOCUMENTS

16.1 The Parties agree to treat the Agreement and all information, whether written or oral, and which concerns the contents of the Agreement as strictly confidential (the Confidential Information). Subject to Clause 16.2, the Parties agree not to disclose any Confidential Information to any third party without the prior written consent of the other Party. Confidential Information shall not include any information which (when used or disclosed) has been made public other than through a breach of the Agreement or has been or could have been lawfully acquired (other than pursuant to the provisions of this clause) by the Party or persons using the same or to whom disclosure is made.

16.2 Notwithstanding the provisions of Clause 16.1, neither Party shall be required to obtain the prior written consent of the other in respect of the disclosure of Confidential Information:

- (a) to its employees, directors, independent contractors, customers, agents and affiliates who need to know such information in relation to performing under the Agreement, or to its professional advisers;
- (b) to any court or governmental authority requiring such, or to any other appropriate third party to the extent necessary to comply with any legal or governmental requirement or judicial or arbitral proceedings; and
- (c) to the owners or operators of LNG facilities to the extent necessary to comply with such Party's obligations under the Agreement;

and except in the case of such information already forming part of the public domain, other than through breach of the Agreement, such disclosing Party shall use all reasonable efforts to ensure that the third party receiving such Confidential Information maintains its confidentiality.

16.3 The confidentiality obligations subject to this Clause shall remain in force for three (3)

years after the termination of the Agreement.

- 16.4 The Seller is and shall remain the owner of and shall retain the copyrights and any other intellectual property rights to the documents provided to the Buyer in connection with the Agreement. The Buyer may use and copy such documents solely and to the extent required for its own use and for the purposes of the Agreement. Upon the termination of the Agreement, the Seller may request the Buyer to return or permanently destroy the documents.
- 16.5 The Seller shall have the right to use and copy the Buyer's documents provided to the Seller in connection with the Agreement to the extent required for its own use and for the purposes of the Agreement. The Seller shall have the right to process any personal data provided in connection with the Agreement in accordance with the applicable Personal Data Acts or regulations.

## 17 GENERAL

- 17.1 The Agreement (including these General Terms and any Purchase Orders) constitutes the entire understanding and agreement between the Parties with respect to the subject matters covered and supersedes all prior negotiations, understandings, and agreements, whether written or oral, relating to the subject matters covered. Any previous agreements, both written and oral, between the Parties shall be considered null and void.
- 17.2 Neither Party may transfer its rights nor obligations under the Agreement or a Purchase Order to a third party without the other Party's written consent, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, the Seller may, upon notice but without the need for consent from the Buyer, transfer or assign the Agreement and/or any applicable Purchase Order to an Affiliate or to a third party to whom the business related to this Agreement has been transferred. If any part of the Agreement is determined to be invalid or unenforceable, such determination shall not invalidate any other provision of such Agreement. The Parties shall attempt, through negotiations in good faith, to replace any such invalid or unenforceable part of the Agreement with a comparable provision that is enforceable and valid. The failure of the Parties to reach an agreement on such a replacement provision shall not affect

the validity of the remaining provisions of the Agreement.

- 17.3 Without prejudice to the Seller's right to amend the quality specifications in accordance with Clause 3.4, any amendment to the Agreement or a Purchase Order shall be in writing and shall have no effect before signed by duly authorised representatives of both Parties. Notwithstanding the foregoing, the Seller reserves the right to amend these General Terms for a justified reason by notifying the Buyer thereof in writing. The amendments will take effect 30 days after the date of notification of the same to the Buyer, unless the Buyer terminates the Agreement before such date in accordance with Clause 14.2.
- 17.4 All notices or other communications under or in respect of the Agreement to either Party thereto shall be in writing in English and shall be deemed to be duly given or made when delivered (in the case of courier delivery or letter) and when dispatched (in the case of email) to such Party addressed to it at the address stated in the Agreement (or at such address as such Party may at any point in time notify for such purpose in writing). A written notice includes a notice by email. A notice or other communication received on a non-working day or after business hours in the place of receipt, shall be deemed to be served on the next following working day in such place.

## 18 GOVERNING LAW AND DISPUTE RESOLUTION

- 18.1 The Agreement (including these General Terms) is governed by the laws of the Seller without regard to its principles and rules on conflict of laws. The provisions of the UN Convention on the International Sale of Goods (1980) are hereby excluded from the Agreement.
- 18.2 Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the International Chamber of Commerce. The place of arbitration is the capital of the country of the Seller. The arbitral tribunal is composed of three arbitrators. The language of arbitration is English. However, evidence may be submitted and witnesses may be heard in other languages (Norwegian, Swedish, Finnish), if the arbitral tribunal deems it appropriate.