



# Notification of Force Majeure

## Corona virus (SARS-CoV-2) – notification of Force Majeure/occurrence beyond Aibel's control

Aibel hereby notifies that as a result of the Corona virus pandemic (SARS-CoV-2), Aibel may be prevented from performing its contractual obligations.

Aibel finds it likely that the pandemic will hinder our work and that our ability to fulfil our contractual obligations will be prevented by force majeure, or similar legal principles.

As a consequence of various governmental orders, requirements issued by public authorities and implemented restrictions, inter alia many of Aibel's employees will be prevented from performing their work due quarantine and travel restrictions. By way of example, this may result in Aibel being unable to perform tasks related to approval of contractor drawings, specifications or deliveries, participate during testing or to perform inspections in accordance with the various subcontracts. Recent developments also imply that Aibel may be prevented from granting its subcontractors such access to installations and worksites as is required for the subcontractors to be able to perform their work.

The outbreak of the Corona virus and the consequences thereof is an occurrence beyond Aibel's control, that Aibel could not reasonable have foreseen when the subcontracts were entered in to. The epidemic hence constitutes a relevant force majeure occurrence under the contracts that contain force majeure regulations. For contracts that do not contain specific regulations of force majeure, the Corona outbreak and its consequences are nevertheless occurrences beyond Aibel's control that Aibel could not reasonably have foreseen at the time of entering into of the contract and that Aibel could not reasonably be expected to avoid or overcome the consequences of. Under the applicable background law, the legal implications of the Corona outbreak will hence be similar to those that follow from contracts were these are explicitly agreed through force majeure clauses.

This notice of force majeure/occurrence beyond Aibel's control shall be deemed as a general notice covering all situations in which the epidemic caused by the Corona virus, and any further consequences thereof, will prevent Aibel from performing its work. Aibel does not find it unlikely that the situation will deteriorate, and further reduce Aibel's ability to perform its contractual obligations under the subcontracts.

At present it is not possible to provide an accurate estimate of the duration of the force majeure situation. Aibel is therefore considering whether alternative ways to fulfill our obligations exist and will actively try to take such measures that are possible and reasonable in order to remedy the situation and its consequences.

We will to the best of our ability also keep you informed about the development and the consequences that the epidemic will have on our contractual relations.

We are of course available if you wish to discuss the above.



Borghild Lunde

SVP Business Development and Supply Chain

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