

GENERAL SALES and DELIVERY CONDITIONS – KSP 202E

21.4.2005.

1. **Prices:** If not stated otherwise in the offer, the offer is valid and binding for a period of 4 weeks from the date of the offer. We reserve the right to adjust the prices if changes occur for currency exchange rate, official taxes or duties, cost of freight and cost of materials, during the time interval of offer and delivery, in excess of $\pm 2\%$. If not otherwise agreed in writing, adjustments will be charged on the invoice date. The content of the order is as specified in our order confirmation, and any changes must be agreed and confirmed in writing.
If not otherwise specified, the prices are to be understood: Ex works Oslo, excluding VAT, environmental duty and suitable packing.
2. **Delivery time:** The specified time of delivery is made to our best knowledge and based on information from our suppliers. We do not accept any responsibility for late delivery due to circumstances beyond our control, for instance inappropriate actions and alike from our suppliers or transporters. A possible delay in transport from our works to the buyer does not give a right to extended payment conditions.
3. **Forwarding/Receipt:** All forwarding and transport is for the buyers cost and risk. If packing, freight and insurance etc. are specified in our offer; these costs are not binding but will be adjusted according to the changes occurring until the delivery take place. Packing will be done with care and according to our experience for the said freight routing. The buyer/ receiver have a duty to, without delay, to check that the received goods are correct and according to the order. Any claim due to transport damage must be done without delay to the transporter and our logistic department, and at the latest 8 days after the receipt of the goods. Incorrect delivered goods will be replaced and normal low priced freight cost will be covered by us in connection with this replacement.
4. **Consequential damage:** We do not accept any liability for possible damage or loss, directly or indirectly, as a result of late delivery, wrong or defective goods. We do not accept any liability for constructions made by the buyer, or for damage or defects caused by external actions, disasters, negligence or inexpert use, over load, normal wear or repairs done by the buyer or unauthorized personnel without our written consent.
5. **Payment conditions:** In case of credit sale our payment condition is: Net 15 days.
If time of credit is exceeded an interest of 9,25 % p a from due date will be charged.
6. **Warranty/ Claim:** The duration of our warranty is 12 months from the date of delivery and covers defects in material and fabrication. The warranty assumes that full payment is covered according to the purchase agreement. Consumer as buyer must raise any claim within the space of time in accordance with the "Trade law" §52-54. (Kjøpsloven). For any other trade, the two year respite is limited to 12 months with reference to the "Trade law" § 54. Broken parts due to defects in material and/or fabrication, will be exchanged free of charge when used parts are returned to us. Normally the buyer should pay all freight costs for the substituted parts as well as customs duty if charged. Demounting and installation of the parts involved are not covered by the warranty. It must be evident that the claimed parts have defects in material and/or fabrication. Any other compensation as mentioned above is not covered in our warranty.
For any kind of motors the warranty conditions will be the same as we receive from our suppliers. For an installed automatic plant without proper safety device for protection of the motor, any warranty claim will not be accepted. We renounce any liability for accident, damage or alike due to normal wear, use of bad or wrong lubrication material, incorrect use, over loading or alike. If the delivered goods are changed or repaired before the expiring date of the warranty, no claims will be accepted. The same will apply if the accompanying instructions are not followed by the book as well as under mounting and assembly, starting up and operation of the plant. Costs for inspection on the premises will be charged according to agreement. An unessential defect do not justify a prolonged time of warranty.
7. **Returns:** All return of goods should be agreed upon in writing, with a return number as well as a reference to our order and invoice number. Only stocked standard goods in unopened original packing will be accepted within 1 month from delivery date. A return fee of 25 % of the invoice value of the goods will be charged.
8. **Installation:** Installation, start up and training of personnel is normally not part of our delivery if not specially agreed upon in writing.
9. **Right of pawn:** The goods delivered remain our property until the full price of the purchase including interest and other incurred costs are fully paid. Sales pawn is taken for the goods delivered according to the "Law of pawn" § 3-15.
10. **Deviation:** We are not liable for deviations in capacities, illustrations, specified weights, dimensions and alike, if these are not specifically confirmed in writing, since these figures are based on unconfirmed specifications from our suppliers.
11. **Force Majeure:** If one part will plead Force Majeure, a notice must be given immediately to the other part for such situation. If the situation of Force Majeure continues without interruption for 30 days or more, any of the parts should have the right to cancel the purchase agreement by giving a written notice to the other part.
12. **Agreements verbal or by phone:** All agreements become binding only when confirmed in writing.
13. **Possible disagreements:** All disagreements in this "General sales and delivery conditions" must be agreed upon in writing.
14. **Disputes:** Disputes under this agreement should if possible be solved by negotiation between the parts. If the negotiations do not lead to a solution, it is agreed that "Oslo Byrett" serve as venue for the solution of the dispute. Norwegian Law will apply for any dispute.

This is a translation of the Norwegian Sales and Delivery conditions – KSP202, and if any deviation occur between the Norwegian and English version, the Norwegian version will prevail.

