

# GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY FOR EIVA-SAFEX AS

Valid as from May 1, 2014; replacing all former versions

## Introduction

These terms and conditions shall apply unless otherwise agreed in writing. They apply to all parts of our delivery, including installation, courses, advice, engineering, projecting, assessments, etc.

## Offer – prices

All offers are valid for 14 days unless otherwise agreed in writing.

The prices are based on current prices from manufacturers abroad. Significant changes in manufacturers' prices and/or currencies may lead to changes in our prices, without notice. All our prices are exclusive of VAT. Orders below NOK 750 will carry a surcharge of NOK 72.

## Transport

Delivery is in accordance with Incoterms 2010; EX WORKS from our storage unless otherwise agreed in writing.

## Time of delivery

The time of delivery stated in the offer is conditioned upon immediate order. The equipment is ex-stock at the time of quotation, but subject to change.

## Installation, etc

Agreed installation will be charged in accordance with applicable prices for installation and service. Costs for certificates will be charged in accordance with applicable prices. Extraordinary costs for certificates from manufacturers will be charged separately. For connection to the electricity net, the customer will be charged separately for the use of authorized installation personnel. Unless otherwise agreed in writing, the customer is responsible for the contracting of said installation personnel.

## Packing

All prices are exclusive of packing. Packing is normally without charge. Pallets etc will be charged. Upon delivery of wire, - winders, reels, etc., will be charged in accordance with applicable prices.

## Terms of payment

Due time of payment is stated on the invoice. A fee will be charged for reminders. Default interest will be charged for late payments, in accordance with applicable default interest rates.

## Mortgage

All goods delivered remain the property of EIVA-SAFEX AS until they have been fully paid for, in accordance with the Norwegian Mortgage Act articles 3-14 to 3-22. The customer shall not install, adapt or resell the goods in violation of the mortgage right, cfr the Mortgage Act articles 3-19 and 3-20.

## Claims for breach of contract

Claims for breach of contract shall be set forth in writing immediately and within 8 working days after delivery.

## Return of goods

Return of goods shall not take place unless agreed in writing, and the customer will be charged with a minimum of 20 % of the invoice value or a minimum of NOK 800. In addition, all transport costs will be charged. Goods which have been produced according to the customer's drawings/specifications may not be returned.

## Warranty

We offer warranties on our products in accordance with the warranties offered by our suppliers.

## Liabilities

Our liabilities following delay and/or defects are limited to the customer's direct loss, and to a maximum of 15 % of the agreed price (ex VAT) on the delivery or part of delivery in question. Such limitation shall not apply in case of gross negligence.

## Manuals/documentation

The customer is obliged to comply with applicable manuals, certificates and guidelines for quality assurance and annual controls. Copies of certificates will be charged with NOK 130 a piece. The customer is responsible for keeping manuals and guidelines for operation, inspection and maintenance. Required training for operators are the customer's responsibility, and equipment shall not be used without necessary training and approvals.

## Misprints, catalogues etc

We are not bound in case of misprints in products catalogues or price lists. Photos of products may deviate from actual products due to new designs or other changes from the manufacturer. All manuals and guidelines are precatory.

## Further regulations

Except as specifically set out above, the terms and conditions of NL 09 (for sales) or NLM 10 (for deliveries which include services, hereunder installation, courses, advice, engineering, projecting, assessments, etc) apply. These may be obtained from Norsk Industri ([www.norskindustri.no](http://www.norskindustri.no)) and may also be found elsewhere on the Internet.