

Conditions of sale for Auto-Maskin AS

1 Validity

These Conditions of Sale apply to all contracts for products or services from Auto-Maskin AS (hereinafter "AM") unless the parties by mutual agreement in writing have expressly agreed to exclude or substitute them.

By placing an order for the products, the Buyer has accepted the application of these Conditions of Sale. Inclusion of or reference to Buyer's conditions of sale or similar business terms in the purchase order or similar transaction documentation is not binding for AM.

The terms herein may be changed by AM without notice.

2 Offer

Offers or quotations are valid and binding within the given time limit. If no time limit is given, the offer or quotation expires 30 days after it was made. Acceptance of offers, and orders, must always be delivered in writing by the Buyer within the given time limit of the offer.

3 Prices

Prices are Ex Works AM's warehouse excluding VAT. Prices are based on NOK. The conversion rate to other currencies is the exchange rate on the date of the order confirmation. Exchange rate fluctuations less than +/- 3 % on the time of invoicing shall not cause any price changes.

4 Delivery and passing of risk (Ex Works)

Delivery terms are Ex Works (Incoterms 2010) unless otherwise expressly confirmed by AM in writing. Delivery has occurred, the payment obligation incurred and the risk passes to the Buyer when the product is ready for delivery or dispatch to the Buyer at AM's premises or other agreed location.

5 Shipment of products

Unless otherwise agreed in writing, loading, dispatch and shipment costs for original shipment, as well as all return or repair shipments, is at the Buyer's risk and expense, and AM cannot be held liable for any irregularities, including delays, loss or damage due to the shipment.

Upon written request, AM will be able to help arrange shipping and insurance on behalf of the Buyer and at the Buyer's expense and risk.

6 Delay and right of cancellation

The specified delivery time is provided as a guideline. AM shall notify the Buyer of any substantial delay, the reason for the delay, and if possible, provide a new delivery date.

In the presence of a force majeure event, cf. item 15, the delivery time is extended by the period of time in which the force majeure event lasts. The delivery time is also extended by a period of time corresponding to any delay on behalf of the Buyer.

If AM exceeds the specified delivery time by three (3) months or more, the Buyer has the right to cancel the purchase. No form of compensation or damages is payable if a delivery date is not met.

These provisions apply in place of sections §§ 22-27 and § 29 of the Sale of Goods Act.

7 Buyer's obligation to take delivery, cancellation, etc.

Cancellation, except due to substantial delay as provided for in item 6, requires the written consent of AM. In the event of a cancellation, the Buyer will be charged a cancellation/return fee equivalent to 20% of the agreed price of the product canceled.

8 Retention of products

AM retains ownership in sold products until the invoice is fully paid. The Buyer must not actually or legally dispose of sold products in a way that can be damaging to AM's security. Cheques or other payment instructions are not considered as payment until they are fulfilled in their entirety, cf. sections §§ 3-14 to 3-22 of the Mortgage Act.

9 Installation services

Installation, commissioning and instruction services are not included in the product prices unless expressly stated.

10 Payment instruction

Unless otherwise agreed in writing, the terms of payment are 30 days after the date of the invoice.

A 12% late payment interest is charged on overdue payments. Payment is regarded as timely when it has been credited to AM's account no later than the due date.

11 Complaints

The Buyer is obliged to check the products as soon as they are delivered and/or to check the work once it has been completed.

Any complaints relating to the delivery shall be made in writing to AM after the factors involved in the complaint have been or should have been known and in no event later than the 24 months warranty period from the date of delivery.

All complaints shall be made in writing, enclosing full documentation and a description of the defect. The Buyer shall document the existence of a contractual defect.

AM's responsibility for defects in the delivery can only be asserted by the original Buyer.

12 Warranty repairs

Assuming a timely, written, approved complaint, AM has the right to remedy the contractual defect without unreasonable delay. AM determines at its own discretion how the contractual defect shall be remedied, including whether the product shall be repaired or replaced.

AM's obligation extends only to repair or replace the deficient products. AM shall not be liable for expenses in connection with the consequential damages or other expenses incurred by the Buyer in repairing or replacing the deficient products. Buyer shall bear all costs and risks associated with disassembly/assembly, installation, commissioning, etc., as well as shipments and return shipments of repaired or replaced products cf. item 5.

Unless otherwise agreed in writing, the Buyer shall return any replaced defect products or parts to AM at the latest within ten (10) days after the repair or replacement date. If the products or parts are not returned as specified, any responsibility for AM ceases to exist, and the Buyer will be charged for all costs associated with repairs or replacement products and parts.

The Buyer cannot make any other claims in connection with alleged defects than the claim mentioned above for the remedy of defects.

For the avoidance of doubt, AM shall not be liable for such as, but not limited to, errors, defects or damage caused by age, normal wear and tear, use of non-original spare parts, improper or unusual treatment, installation or use outside specifications, overloading, faulty maintenance, unauthorized repairs or alterations to the products.

13 Repair

The Buyer shall in full pay repair costs for products that are not under warranty. Shipment will be according to item 5.

14 Traveling costs – workplace requirements

If AM personnel are required to travel to a place designated by Buyer ("Buyer's Premises", in order to fulfill an obligation to Buyer, Buyer shall pay all reasonable traveling costs, subsistence allowance and accommodation. For time spent traveling, the standard hourly charge will apply limited to a maximum of 8 hours per 24 hours spent traveling. AM may require that all such expenses are covered in advance.

It is assumed that AM work at Buyer's Premises is performed during normal business hours. Extra costs incurred by AM due to obligatory overtime work or delays for which AM is not responsible, shall always be met by the Buyer, also when the repair or replacement work is carried out under warranty.

AM personnel have no obligation to commence or carry out work at Buyer's premises that may involve unnecessary or unacceptable hazards or risks, or where the workplace is not fully secure or prepared. The Buyer shall reimburse AM's expenses and losses resulting from the workplace not being secure, or prepared.

15 Cancellation

Except as provided for in item 6, a purchase agreement or agreed service/repair assignment can only be changed or canceled with the written consent of AM.

16 Returns

Returns of bought products can only take place with the AMs written consent. The following applies to the return of products:

- Only the Buyer can claim that the goods shall be returned.
- To have a return request processed, the Buyer must include the cause/error symptom, date of order, and the AM's order number.
- Return shipping is at Buyer's risk and expense (cf. item 5) and credit is based on AM's inventory of the goods received. Cash-on-delivery shipments billable to AM or equivalent will be rejected.
- AM's "Return of goods" form shall be sent along with the goods. Please contact AM for this form.
- A maximum of 80% of the invoice price will be reimbursed. Goods that are not properly marked will not be dealt with and returned for the cost and risk of the Buyer.

17 Force Majeure

Force majeure comprises every obstacle governed by section § 23 of the Sale of Goods Act, both when such obstacles are general and when they impact AM or the plant selected to process the products or services or its subcontractors.

Force majeure also comprises traffic difficulties which impact the seller's assumed mode of transport or road, and rejection of large workpieces, reduction in the supply of power, labour conflict, military mobilization, requisition, confiscation or currency, export, and import restrictions, travel restrictions or dissuasion of travel by the Ministry of Foreign Affairs or similar institutions, or other events outside the control of AM that AM could not reasonably be expected to take into account at the time of entering into the agreement or to avoid or overcome the consequences of such events.

18 Limitation of liability

With the exception of the duty to remedy defects cf. item 12, AM is not responsible for claims for compensation, discount or other direct, special, incidental or consequential damages, including but not limited to loss of income, loss of actual or anticipated profits, cash shortages, loss of anticipated savings, lost revenue, loss of sales, loss of goodwill or any consequential loss, including loss resulting from personal injury or death, damage to equipment or property, as well as any costs for repairs of such damages or loss, irrespective of whether the claim is based on breach of warranty, purchase liability or other legal bases.

Any compensation claims arising in connection with the present contract are in any event limited to the direct, documented loss, although never exceeding the invoice value of the work or parts to which the complaint relates, provided there is no other express written agreement. The Buyer must in all cases document the losses suffered and that AM is responsible.

19 Completeness

If one or more of the articles in this agreement should be constituted as invalid, it shall not have any effect on the rest of the contract.

20 Legal venue and choice of law

The agreement is subject to Norwegian law, regardless of what else may result from rules regarding choice of law. Lillestrøm City Court is the exclusive legal venue for all claims against AM.

The Buyer accepts the Lillestrøm City Court or other legal venues in Norway selected by AM, as a non-exclusive legal venue for all claims from AM against the Buyer.