



Terms of sale / delivery by Skodje Sveis AS

These General Terms of Sale and Delivery apply unless otherwise agreed in writing between the Parties.

1. Scope of application: *These Terms of Sale and Delivery shall apply to supplies by Skodje Sveis AS until further terms are entered into legal force or made in writing later.*

2. Offer: *The written offer is valid for the number of days stated in the offer.*

3. The conclusion of the Contracts: *Written, verbal and approved orders will be considered for the conclusion of the Contract.*

The Buyer shall be responsible for checking all contracts and shall contact the Seller as soon as possible for any deviations or other errors or inconsistencies.

4. Cancellation: *The Buyer shall not have the right to withdraw and (or) terminate the Contract without the Seller's consent.*

5. Order replacement before production: *Changes to documents (drawings, wiring diagrams, etc.) will be invoiced for the time elapsed at current hourly rates. Materials ordered from a subcontractor whose delivery cannot be stopped / returned shall be billed, including delivery.*

6. Order replacement after production: *Changes to the documentation (drawings, wiring diagrams, etc.) will be invoiced at current hourly rates for the time elapsed. Recycled materials shall be billed in full. Materials ordered from a subcontractor in the event of the delivery that cannot be stopped / returned shall be billed in full.*

Any change that stops production will be charged by an additional 3% per day of order value for up to 3 days. Changing orders changes the delivery date.

7. Prices: *All prices are without VAT, environmental tax or government fee / deposit. Changes in supplier prices, shipping, insurance costs, customs and other charges, exchange rates and commodity prices for the period prior to shipping may result in proportionate price adjustments by the Seller.*

8. Mortgage: *Skodje Sveis AS has a mortgage on all goods delivered from Skodje Sveis AS. In addition, Skodje Sveis AS is entitled to claim all other forms of mortgage under the Mortgage Law.*

Until the Buyer pays the purchase price with any additional interest and costs, the item may be considered as a property of "Skodje Sveis AS". The Buyer undertakes to return the goods upon request to "Skodje Sveis AS". The Buyer is not entitled to include any other claims against the Seller in the purchase price.

9. Terms of Payment: *If the payment is not made to Skodje Sveis AS account, the interest rate will be applied at any time upon expiry of the term, see Interest Rate Law. Payment shall be made regardless of error complaints, but payment may be deferred or set off if Skodje Sveis AS accepts the Buyer's counterclaim and the amount as indisputable. In the event of debts non-payment, all receivables to Skodje Sveis AS shall be payable without delay and may be recovered.*

Skodje Sveis AS shall be entitled to a prompt repayment of the receivable in the event of any circumstances that might adversely affect the Buyer's creditworthiness. In addition, we will be entitled to make unpaid shipments for a contribution or deposit only. Skodje Sveis AS shall have the right to terminate any outstanding services or goods contract within a reasonable period of time from the date of notice, in the event of non-payment of advance or deposit.

In the event of such cancellation, the Buyer shall also be liable for any undelivered shipments.

Payment terms that differ from those listed above must be agreed in writing.

10. Delivery Terms: *The Seller shall choose the method and mode of transportation at its sole discretion, unless the Buyer has made a request for a particular method and (or) mode of transportation. The Buyer is responsible for the goods during transportation. Delivery to the Buyer shall be invoiced unless otherwise agreed. All deliveries are subject to EXW EX Works: the risk passes to the Buyer when the Seller Skodje Sveis places the goods at the Buyer's disposal at the agreed location, i.e. where Skodje Sveis has its own factory or warehouse.*

11. Delivery Time: *Delivery time may be extended in the event of delay due to the Buyer or Buyer's disposal or delayed delivery due to conditions beyond Skodje Sveis AS control, including production equipment failure, raw material supply disruption, force majeure, etc. Skodje Sveis AS shall promptly notify the Buyer as soon as it becomes aware of such delay.*

12. Complaint on Product Defects: *If Buyer identifies deficiencies or defects in delivery, he (she) must immediately notify Skodje Sveis AS in writing that he (she) has become aware or should have become aware of the defect.*

The Buyer's right of reclamation expires one year after delivery. In the event of deficiencies or defects for which Skodje Sveis AS is responsible, Skodje Sveis AS reserves the right to remodel or correct the delivery error. Defective products are not normally replaced until Skodje Sveis AS receives them back or checks them.

Liability: *Skodje Sveis AS shall in no event be liable for damages in excess of the amount for delivery. Skodje Sveis AS shall not be liable for any losses, operating losses, lost profits or other indirect losses resulting from the use of the goods sold.*

If the goods are delivered in accordance with the specifications provided by the Customer, the Customer is responsible for infringing any patent, trademark or intellectual property right. The Customer shall reimburse Skodje Sveis AS for any costs incurred as a result of the breach referred to in this section.

13. Disputes and Place: *All disputes that may arise from the contract must be resolved by negotiations first. If no amicable settlement can be found, the dispute shall be resolved in accordance with Norwegian law.*

14. Liability for Defects: *The Seller's liability shall not extend to defects arising from causes after the risk has passed over. For example, liability does not cover defects resulting from operating conditions other than those specified in the contract or from improper use of the product. Nor shall it be subject to improper care by the Buyer for maintenance or improper assembly, alterations, performed without written consent of the Seller, or to repair made incorrectly by Buyer. Finally, liability does not include normal wear and tear.*

The Seller's liability is limited only by defects that occur within one year of the delivery of the product. If the product is used more intensively than agreed, this period will be reduced to an appropriate degree.

The Buyer shall immediately notify the Seller of the defect, without undue delay after the defect has been discovered, and in any event no later than within 2 weeks of the expiration of the term. The notification shall describe what the defects are. If the Buyer fails to notify the Seller in writing of the defect within the above period, the Buyer loses the right to claim the defect. If there is any reason to believe that the defect may present a risk of damage, this should be reported immediately. Failure to notify immediately will result in the Buyer losing its right to claim damages to the product that would have been avoided if such notice had been given in due time.

The Seller shall not be liable for any defects other than those stated above. This applies to any losses that may be caused by defects, such as operating losses, lost profits and other financial consequences.

15. Delivery:

If the Buyer delays fulfillment of its obligations, the delivery time may be extended for a period corresponding to the Buyer's delay. This applies, inter alia, if:

- The Buyer has not paid or failed to provide sufficient deposit within the agreed period of time.*
- The Buyer has not provided the Seller with the necessary technical or other information within the agreed period of time.*
- The Buyer refuses to accept the goods or cannot accept them on time. The same applies if the Buyer has not made the necessary preparations to receive the goods at the time of the conclusion of the contract.*