

SALES AND DELIVERY TERMS AND CONDITIONS – AHLSELL NORGE AS.

1. Introduction

These standard sales and delivery terms and conditions (“Ahlsell’s Standard Terms and Conditions”) apply to the sale of goods and services by Ahlsell Norge AS (the “Seller”) unless otherwise agreed in writing between the Parties. The Buyer’s standard terms and conditions only apply if this has been confirmed in writing by the Seller no later than by the time of entry into of the contract.

Unless otherwise agreed in writing, the sales and delivery terms and conditions for the plumbing and water and drainage industries (FL-VA/VVS 2016) apply in addition to Ahlsell’s Standard Terms and Conditions. Unless otherwise agreed in writing, NL09 applies to electrical and refrigeration in addition to Ahlsell’s Standard Terms and Conditions.⁴⁴⁴

In the event of contradiction between the documents, Ahlsell’s Standard Terms and Conditions shall prevail and take priority over FL-VA/VVS 2016 and NL09.

2. Quotes and prices

Quotes are valid for fifteen (15) days after issue. For delivery from stock, quotes are conditional on the sufficient number of items being in stock.

The prices contained in quotes are based on the prices applicable on the date of the quote. In the event of an increase in prices by suppliers, shipping costs, insurance costs, customs duties and other taxes, exchange rates and commodity prices in the period up to delivery, the Seller is entitled to adjust the prices correspondingly.

Prices exclude any environmental charges or government duties/deposit.

Annual price adjustments take effect on 1 January and 1 July. Price adjustments outside said dates may occur in the event of changes to cost prices based on changes to currency exchange rates and raw materials prices.

For cable cutting, 5% of the net price is added, but a maximum of NOK 500 per cut. For pipe cutting, a cutting fee of NOK 500 per cut is added. Cutting is only available for CuNi pipes and from and including DN 65.

3. Payment terms

Payment must be made 30 days from the invoice date. Payment is deemed to have been made when the payable amount is credited to the Seller’s account.

In the event of delayed payment, the Seller is entitled to add applicable standard interest on arrears + 5% calculated from the due date. The Buyer’s complaint about immaterial defects does not release the Buyer from paying the purchase price in its entirety. The Buyer is not entitled to deduct the purchase price from any other purchases made from the Seller.

4. Delivery

Delivery times are stated on the order confirmation that is sent to the Buyer.

If the Buyer is delayed in fulfilling his obligations, delivery times may be extended by a period corresponding to the Buyer’s delays. This applies inter alia if:

1. The Buyer has not paid or provided adequate security by the agreed date.
2. The Buyer has not provided the Seller with the required technical or other information by the agreed date.
3. The Buyer refuses to accept the goods or cannot accept the goods on the agreed date. The same applies if the Buyer has not made the required preparations for the goods to be delivered on the agreed date.
4. The Buyer requires a change to the deliverables which affects the delivery date.

In the event that the Buyer has ordered goods for collection in-store, these must be collected within five (5)

working days after arrival in-store. Uncollected goods will be returned on the terms specified in Section 11.

5. Shipping

If delivery terms have been agreed, these are to be interpreted according to the version of Incoterms applicable on the contract date.

If EXW, FCA, FAS or FOB terms (Incoterms 2010) apply and the Buyer has not provided instructions about shipping method, the Seller is entitled at his discretion to select the mode of transport. The Seller selects type of transport if CIP, CPT, DAT, DAP or DDP terms (Incoterms 2010) apply.

For deliveries made directly from the manufacturer, delivery is deemed to have taken place at the time the goods are at the Buyer's disposal at the location specified by the Buyer. The Seller is not liable for delays to such deliveries.

The costs for pallets, cable drums and other specialist packaging are payable by the Buyer. The Buyer is not entitled to return packaging to the Seller.

Freight equalisation applies to plumbing, water, drainage, manufacturing and refrigeration customers. Freight equalisation is shown as a separate item on invoices and is calculated on the basis of net invoice value. Freight equalisation will also be applied to goods for collection. Exceptions are made for bulk goods for which actual shipping cost will be charged. The rates are:

Southern Norway up to and including	up to 7.0 %
Nordland	up to 7.0%
Troms	up to 7.0%
Finnmark	up to 7.0%

For shipping to Svalbard and abroad, EXW terms apply.

For small orders with a net value of less than NOK 1,000 the Buyer is charged a small order fee of NOK 250. This does not apply to in-store orders.

For goods that are not in stock at LC (Logistikksenter Gardermoen) and RL Bodø, the Buyer will be charged actual shipping costs.

Shipping charges also apply to special goods, i.e. heavy equipment, bulk goods and long goods \geq four (4) metres. These may include goods such as pipes, steel masts, foundations, timber masts, ladders, large cabinets, galvanised equipment, ground covering, ground reinforcement etc.

Special transport for crane trucks, cable carriers and containers to and from facilities incur a charge. Urgent deliveries such as courier, air freight, express post etc. incur a charge. Return shipping and collection of 'empty drums', with the exception of incorrect deliveries, incur a charge.

Shipment zone charges for heaters, fixtures and light sources are applied:

The following rates apply: Heaters/fixtures		Light sources
Eastern Norway	3.5%	1.5%
Southern Norway	4.0%	1.5%
Western Norway	4.5%	2.0%
Trondheim	4.5%	2.5%
Northern Norway	6.5%	3.0%

6. Insurance

If delivery has been agreed under CIF or CIP (Incoterms 2010), the Seller insures the goods until delivery at their stated destination. Insurance is purchased on all-risk A-terms according to the Conditions for Carriage of Goods of 1995, version 2004.

7. Plans and other documentation

All copyright to drawings and other documentation issued to the Buyer remains with the Seller. The Buyer is only entitled to use such drawings and other documents as part of his operations, repairs and maintenance of the supplied goods. The drawings and other documents may not be copied, reproduced or passed to a third party without the consent of the Seller.

8. The Buyer's duty to examine the goods

The Buyer must on delivery check the goods against the delivery note and examine the goods thoroughly depending on the nature of the goods and form of delivery. Any claim based on this check must be made in writing in accordance with Section 10.

9. Defects

A defect shall be deemed to exist if the goods do not correspond to the agreed specifications and this is not due to the Buyer or circumstances for which the Buyer is responsible. For example, the goods are not defective if the deviation is caused by materials acquired by the Buyer or constructions that are prescribed or specified by the Buyer. Unless expressly warranted by the Seller in writing, the Seller does not warrant and shall not be responsible or liable for the product's suitability for a particular purpose.

In the event of a defect, the Buyer may claim redelivery free of charge or remediation of the defective goods on/to the agreed delivery location. The Buyer must at his own expense procure that the Seller has access to the defective goods so that the Seller is able to perform remediation or redelivery of the goods. The Seller is not liable for costs related to gaining access to the defective goods, including excavation or building works.

10. Claims

The following applies to claims:

- a) Claims relating to transport damage or shortages in the number of items must be made on arrival of the goods. Damage and shortages must be stated on the consignment note and be signed by the driver. The Buyer must document such damage or shortages to the right carrier.
- b) Claims relating to shortages of packaged goods must be made immediately and no later than seven (7) days after arrival with specification of the deviations.
- c) Claims relating to defects must be made without undue delay and no later than seven (7) days after the date on which the defect was or should have been discovered.
- d) Claims with respect to delays must be made immediately and no later than seven (7) days after the date of the stated delivery.

Claims must be made in writing and a written agreement on the measures to be taken must be entered into.

If the Buyer fails to submit a claim in writing within the above time limits, the Buyer loses the right to claim a defect.

The Seller is not liable for defects for which claims are submitted more than one (1) year after delivery.

11. Return of goods

The Seller only accepts return of goods if this has been agreed in advance in each case.

Non-stock items may only be returned if the Seller's supplier accepts the return of the goods.

Returned goods must be unused and in the same condition as they were on delivery and provided in the original packaging if applicable. Invoice or order number must be provided. Similar goods must be sorted in the same way as they were on delivery from the Seller's stock.

The return address for stock and non-stock goods must be stated in the return document, which must be received by the Buyer before the returns are shipped.

Return of goods are subject to the Buyer's own expense and risk so that all return shipping costs shall be covered by the Buyer.

Returns to LC and RL Bodø are normally not accepted if the goods are of a value of less than NOK 500.

Return shipping is charged at a minimum of NOK 300 for normal returns to LC and RL Bodø.

The Buyer is charged a return fee for non-stock goods and the supplier's return fee, but no less than 20%.

A 20% return fee is added to stock items.

If the customer cannot provide an invoice or order confirmation, a return charge of 50% will be added to stock items.

12. Force majeure

Neither Party shall be deemed to have breached an obligation if the fulfilment of the obligation is prevented by circumstances that are regarded as force majeure under Norwegian law. The other Party must be notified immediately if a force majeure situation arises.

In the event of force majeure, both Parties are entitled to require deferment of the delivery date. Both Parties are entitled to terminate the contract if the force majeure situation lasts for more than 360 days.

13. Limitations to the Seller's liability

The Seller is not liable for indirect losses incurred by the Buyer.

Indirect loss includes, but is not limited to, labour costs, losses due to the goods being unsuitable for the intended purpose, loss as a result of other damage than damage to the delivered goods, damage as a result of the continued use of the goods, loss as a result of reduced or lost production or revenue, loss of profits as a result of a contract with a third party being terminated or not being duly performed, and claims by third parties. The Buyer shall indemnify and hold the Seller harmless from and against any claims made by third parties for compensation for indirect loss.

The Seller's liability for defects is in any event limited to an amount corresponding to the price of the goods and/or the services indicated in the sales order concerned.

The Seller's liability for delay is in any event limited to an amount corresponding to 10% of the price of the goods and/or the services in the sales order concerned.

With the exception of what is stated in Ahlsell's Standard Terms and Conditions, the Seller shall not be liable for damage or losses that result from defective goods unless the Buyer can demonstrate that such damage or loss is attributable to gross negligence on the part of the Seller.

14. Retention of title

The Seller has retention of title to the supplied goods until the purchase price together with interest and costs have been paid in full, see Section 3-14 of the Norwegian Mortgage Act, see Section 3-22.

The Seller may require additional security for the purchase price as well as interest and costs. Such a claim may be submitted after the Seller has accepted the order and until the delivery of the goods.

15. Choice of law and venue

The contract is governed by Norwegian law. The Parties agree that Oslo District Court is the agreed venue for all disputes arising from this contract.