

# AHSELL'S GENERAL TERMS AND CONDITIONS OF SALE

## General

**Introduction.** These General Terms and Conditions of Sale ("General Terms and Conditions") apply to all offers made for or deliveries of Products and Services (as defined below) from Ahsell Norge AS, company reg. no. 910478656 ("Ahsell"), and therefore constitute an integral part of the agreement (the "Agreement") between you as a Customer (the "Customer") and Ahsell in connection with the purchase of Products and Services from Ahsell. Commencing on the date stated below, these General Terms and Conditions supersede all previously applicable general terms and conditions of sale. Ahsell reserves the right to modify these General Terms and Conditions of Sale at any time for publication on Ahsell's website (www.ahsell.no), upon which such modified General Terms and Conditions will take immediate effect.

All purchases of Products and Services must be for Customer's professional use.

Notwithstanding the Customer's references in orders, requests or elsewhere to its general terms and conditions of purchase or other standard terms and conditions, such terms and conditions shall in no event apply to offers made for or sale and delivery of Products and Services by Ahsell.

**Definitions.** In these General Terms and Conditions of Sale, the following terms shall mean as stated below:

**"Category"** means the categories used by Ahsell from time to time for the division of Products in its range, such as Electricity, Technical insulation, Cooling, Ventilation, Tools, PPE and Supplies, HVAC and Sanitation, and Construction.

**"Non-Stocked Product"** means any Product other than a Stocked Product and Listed Product which are specifically sourced and/or adjusted for the Purchaser upon request by the Purchaser which may include a combination of Non-Stocked Products and Stocked Products.

**"Listed Product"** means any Product which has an article number in Ahsell's system.

**"Product"** means any item, material, or product acquired by the Customer from, or through, Ahsell including any related Services, if applicable.

**"Service"** means any service acquired by the Customer from, or through, Ahsell.

**"Stocked Product"** means any Product which has a storage location in Ahsell's warehouse system.

**Contract documents.** In the event of conflicting information or regulations, unless otherwise specifically provided, the documents will take precedence in the following order:

1. the specifically drafted agreement or accepted project order between the parties, where applicable;
2. these General Terms and Conditions of Sale;
3. applicable Industry terms and conditions.

For the avoidance of doubt, any request for tender, specification or other document provided by the Customer shall never constitute a part of this Agreement. Ahsell is not liable for deviations between a quote and a request for tender and is not obliged to inform of such deviation (if any).

**Authorisation.** As the Customer is liable for payment for all purchases made with the stated customer number, the Customer shall inform Ahsell of changes in authorizations and delete authorizations that no longer belong to the Customer's organization. When making a purchase, the Customer's representative must be able to identify themselves and provide the customer number (but Ahsell is not liable in the event of verification failure), and the Customer is responsible for ensuring that login information, access cards etc. to Ahsell's on-line store, apps, EDI/similar systems and 24/7 stores, do not fall into the hands of unauthorized parties. The Customer is responsible for all purchases made by persons provided with login information and access cards etc to Ahsell's on-line store, apps, EDI/similar systems and 24/7 stores and that such persons adhere to Ahsell's store-access rules. Ahsell may deny a representative from buying where the representative is unable to show authorization. Ahsell is entitled to close a customer account if the Customer has not traded for a period of at least 24 months.

## Prices

**Applicable price list.** Unless otherwise agreed, quotes and prices are valid for 30 days from when they are sent. For delivery from stock, quotes are conditional on the sufficient number of items being in stock in the period between Ahsell's offer and the Customer's acceptance. The prices contained in quotes are based on the prices and exchange rates applicable on the date of the quote. Ahsell's price list applicable at the time of each delivery shall apply (regardless of previous price indications). Statutory value added tax will be added. Ahsell reserves the right to adjust agreed prices due to changes in currency exchange rates, production, raw material, or shipping costs. Ahsell reserves the right to make price adjustments as necessary due to changes in applicable duties, e.g. environmental charges. Alloy surcharges applicable to stainless steel pipes, components and flanges will be added at the time of delivery. Ahsell reserves the right to invoice cutting of cables and pipes at the applicable rates at any given time.

For Products subject to the EU Carbon Border Adjustment Mechanism (CBAM), Ahsell reserves the right to invoice the Customer for any costs incurred in connection with CBAM related to the Customer's purchase of the Products.

**Price adjustments.** Price adjustments take effect on January 1st and July 1st every year. Price adjustments outside said dates may occur as set out above.

**Discounts.** Any discounts in relation to the applicable price list are stated in the Agreement.

**Payment.** Payment must be made within 30 days from the date of invoice. In the event of delayed payment, interest on arrears is payable in accordance with applicable reference interest rate plus 5 percentage points. Ahsell's right to issue an invoice shall not be precluded.

**Other terms and conditions.** Ahsell is entitled to require additional security (after Ahsell has accepted the order and until the delivery of the Products), and to determine and change the Customer's credit limit. Ahsell may request advance payment, set off outstanding credits, cancel the Customer's account, or cease deliveries under the Agreement if the Customer is bankrupt, or under company reorganization, has suspended its payments, has on repeated occasions made late payment or failed to pay its invoices, or if there is otherwise cause to believe that the Customer is insolvent, or in breach of the Agreement in any other way. Title to the Products shall remain with Ahsell until full payment of the purchase price and all associated costs has been received, see Sections 3-14 and 3-22 of the Norwegian Mortgage Act. The Customer is not entitled to set-off any counterclaims against Ahsell and is not entitled to withhold any part of the purchase price due to counterclaim of any kind.

## Delivery

**Shipping and receipt.** The following applies unless otherwise agreed: (i) for all deliveries in Norway DAP (Incoterms 2020) (Delivery on Location); (ii) for all deliveries to Svalbard and abroad FCA (Incoterms 2020) and (iii) deliveries of a Non-Stocked Product or bulky material, the actual shipping cost is charged and the risk of loss for such products will pass to the Customer upon delivery of the products

For deliveries at night between 22:00-07:00 the Product shall be considered delivered when it has arrived at the agreed delivery location, without a receipt from the recipient. For overnight deliveries, a separate agreement is drawn up between the Customer and the carrier.

For deliveries made directly from the manufacturer, the Product shall be considered delivered at the time the Products are at the Customer's disposal at the location specified by the Customer. Ahsell shall not be liable for any delays in such deliveries.

Ahsell reserves the right to make partial deliveries.

**Customer undertakings.** If the Customer is delayed in fulfilling his obligations, delivery times may be extended by a period corresponding to the Customer's delays. This applies inter alia if: (i) the Customer has not paid or provided adequate security by the agreed date; (ii) the Customer has not provided Ahsell with the required technical or other information by the agreed date; (iii) the Customer refuses to accept the Products or cannot accept the Products on the agreed date; (iv) the Customer has not made the required preparations for the Products to be delivered on the agreed date; (v) the Customer requires a change to the deliverables which affects the delivery date.

Unloading takes place from the side of the vehicle to the dock or ground at the spot designated by the receiver. Unloading is carried out by the person operating the car and the receiver provides necessary assistance. Ahsell reserves the right to invoice the Customer for any additional costs in the event the receiver is unable to provide necessary assistance with unloading, or the unloading time is materially exceeded. If special freight or unloading conditions have been notified, the Customer is responsible for ensuring that these are met, as well as liable for any additional costs arising from failure to comply with such responsibility.

**Freight equalization.** Freight equalization applies to plumbing, water, drainage, manufacturing, and refrigeration customers. Freight equalization is shown as a separate item on invoices and is calculated on the basis of net invoice value. Freight equalization will also be applied to Products for collection.

The rates are:

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

Exceptions are made for Non-Stocked Product or bulky material for which actual shipping cost will be charged.

**24-hour service phone.** When using Ahsell's 24-hour service phone, the Customer will be charged a response fee of NOK 2.500 + shipping costs.

**Environmental charge, small orders.** A charge of NOK 250 is imposed for order values to the same delivery address per day with a total net value of less than NOK 1,000 excluding VAT. The charge is not imposed for in-store purchases.

**Special Products charges.** Shipping charges also apply to special Products, i.e., heavy equipment, bulk Products, and long Products  $\geq$  4 meters. These may include Products such as pipes, steel masts, foundations, timber masts, ladders, large cabinets, galvanized equipment, ground covering, ground reinforcement etc.

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

**Shipment zone charges for heaters/light sources.** Shipment zone charges for heaters, fixtures and light sources applies:

Area	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 %	2,0 %
Northern Norway	6,5 %	3,0 %

**Packaging, load carriers, and cable drums.** Prices quoted on the price list below include customary, disposable packaging. Other packaging, load carriers, or cable drums are charged in accordance with a price list. Special terms and conditions applicable to cable drums are provided on Ahsell's website ([www.ahsell.se](http://www.ahsell.se)).

The Customer may not return packaging and load carriers.

**Unloading without receipt.** Ahsell, or a carrier hired by Ahsell, reserves the right to offload Products without receipt in the event the receiver is not at the prescribed place of delivery or does not answer the telephone.

## Returns

Ahsell only accepts return of Products if this has been agreed in advance in each case. Non-Stocked Products may only be returned if Ahsell's supplier accepts the return of the Products.

Returned Products 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.

The return address for Stocked Products and Non-Stocked Products must be stated in the return document, which must be received by the Customer before the returns are shipped.

Return of Products is subject to the Customer's own expense and risk. All return shipping costs shall be covered by the Customer. Returns are not accepted for Products worth less than NOK 1.000. For Products longer than 4 meters that require transport by crane truck, the value of the Products must exceed NOK 4.000 for the return to be approved.

A return fee of a minimum 25% is added to Stocked Products. For Non-Stocked Products, the Supplier's return policy applies.

## Complaints

**Receipt inspection.** In connection with delivery of Products, the Customer must carry out verification of the quantity against the delivery note and inspect the delivery for deficiencies or visible defects. In connection with unpacking, installing or assembling the Product, or in any other case prior to using it, the Customer must also carry out a careful inspection of the Product in order to identify any deficiencies or defects. Ahsell is not liable for deficiencies or defects that should have been discovered during the above-stated inspections and of which Ahsell was not notified within five (5) calendar days from the time when such inspections were or should have been carried out.

**Complaints.** Claims must be made in writing. If the Customer is to take rectifying measures, there must be a written agreement stating which measures are to be taken.

Until the claim has been clarified, the Customer is responsible for storing the Products in a proper manner.

The following deadlines apply to claims:

- Claims relating to transport damage or shortages in the number of items must be made on arrival of the Products. Damage and shortages must be stated on the consignment note and be signed by the driver.
- Claims relating to shortages of packaged Products must be made immediately and no later than 7 days after arrival with a specification of the deviations.
- Claims relating to defects must be made without undue delay and no later than 7 days after the date on which the defect was or should have been discovered.
- Claims with respect to delays must be made immediately and no later than 7 days after the date of the stated delivery.

If the Customer fails to submit a claim in writing within the above time limits, the Customer loses the right to claim a defect. Ahsell is not liable for defects for which claims are submitted more than 1 year after delivery.

If the Customer puts forward a clearly unfounded claim, Ahsell can claim its document handling costs covered by the Customer.

## Liability

**Liability for delays.** Ahsell's liability for delays of a Product, and the remedies available to the Customer as a consequence thereof, follow from (i) NL 17 for Electrical and Refrigeration and (ii) NS8411 for all other Categories, subject to the modifications which follow from these General Terms and Conditions of Sale. Ahsell is not liable for delivery delays of Non-Stocked Products.

**Liability for defects, and deficiencies.** A defect shall be deemed to exist if the Products do not correspond to the agreed specifications, and this is not due to the Customer or circumstances for which the Customer is responsible. Unless expressly warranted by Ahsell in writing, Ahsell does not warrant and shall not be responsible or liable for the product's suitability for a particular purpose.

If the Customer believes that there is a defect, the Customer must make a complaint within the deadline specified in these General Terms and Conditions. Ahsell chooses whether the defect is to be rectified (corrected) or re-delivered. The Customer must not correct or remedy the alleged defect without clarifying this with Ahsell. The Customer must at his own expense procure that Ahsell has access to the defective Products so that Ahsell is able to perform remediation or redelivery of the Products.

By agreement, the Customer can have direct replacement costs covered. Direct replacement costs beyond excavation work, necessary building-related work, etc. is understood as remuneration to a skilled worker/ apprentice/ helper for time spent. Remuneration is settled according to an hourly rate, based on 0,7 % of the last known basic amount (1G) in the national insurance scheme.

Ahsell is not responsible for rectification or redelivery of the Products to any place other than the original place of delivery. In addition, Ahsell is not liable for costs related to gaining access to the defective Products, including excavation or building works.

**Limitation of liability.** Ahsell is not responsible for costs relating to access, costs of ascertaining a defect and other costs directly related to a defect or defect rectification, unless otherwise specifically agreed or Ahsell has shown gross negligence or intent.

Ahsell's liability for delay is in any event limited to an amount corresponding to 10% of the price of the Products and/or the Services in the sales order concerned.

Ahsell's liability for defects is in any event limited to an amount corresponding to the price of the Products and/or the Services indicated in the sales order concerned.

Ahsell's overall responsibility for breach of contract, regardless of whether the purchase is terminated or not, shall be limited to 100 % of the individual sales order.

Ahsell shall at no time be liable for indirect damage, costs, or losses (such as, but not limited to, loss of profit, loss of production, or loss of goodwill).

Except for what is stated in the General Terms and Conditions, Ahsell shall not be liable for damage or losses that result from defective Products unless the Customer can demonstrate that such damage or loss is attributable to gross negligence on the part of Ahsell.

**Liability in relation to booked unloading service.** Through the engagement of subcontractors ("Carriers"), Ahsell offers unloading of ordered Products at a time agreed at the time of booking with a time window of +/- 30 minutes (the "Service").. Compensation for delay is conditional upon a complaint being immediately made and where, in the opinion of Ahsell or the Carrier, damage can be proven, and the delay is not due to a customary force majeure event. Ahsell's (incl. the Carrier's) liability for loss/damage due to delay of the Service is limited to NOK 5.000 per consignment, including shipping costs. With regards to the Service, this paragraph takes precedence over any other terms and conditions applicable between the parties with regards to purchase of Products.

**Liability for Products handed out from Ahsell's store/other collection point.** Ahsell is responsible for the Product during 5 business days from the arrival of the Product to the store/collection point. After this period, uncollected Products will be returned on the terms specified in these General Terms and Conditions.

**Deviations from specifications.** Product information, including prices, drawings, specifications etc, and other details in Ahsell's catalogues, advertisements, promotional material or in other places, including Ahsell's website, is not legally binding and is for guidance only.

**Disclaimer CO2 data.** The primary generic calculation method is a proxy method. In this approach, the system performs an analysis based on the product type using the input data provided and constructs the product using relevant and likely materials. Each material component has a specific impact factor, which together gives us the final generic climate impact of the product, including the impact from the production process. Ahsell cannot be held liable for any inaccuracies in climate impact calculations and the climate impact calculations is not legally binding and is for guidance only.

**Grounds for Relief (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. The following examples of circumstances constitute force majeure events to the extent they result in performance under the Agreement being impeded or unreasonably burdensome: labor conflicts, fire, war, mobilization or military conscription of equivalent scope, requisition, seizure, currency restrictions, insurrection, riot, shipping shortages,

general shortage of Products, pandemics, epidemics, material price increases from suppliers, limitations on the supply of power, and every other similar circumstance over which the parties have no control such as defects or delays in deliveries from subcontractors caused by such force majeure events ("**Force Majeure**"). It is incumbent upon the party wishing to invoke Force Majeure to inform the other party in writing and without undue delay, of its occurrence as well as of its cessation. Notwithstanding that which otherwise applies in accordance with these General Terms and Conditions of Sale, either party may terminate the contract in accordance with these General Terms and Conditions of Sale by providing written notice to the other party, where performance of the purchase is delayed by more than six (6) months due to circumstances relating to Force Majeure.

## Product Liability

The rules under Swedish law in force at any time will apply to product liability with the limitations of liability following from these General Terms and Conditions. Ahsell may only be held liable for personal injury caused by a Product if it is proved that the injury is a consequence of failure or negligence on the part of Ahsell or others for which Ahsell is liable. Ahsell is not liable for any damage to real or personal property caused by a Product after delivery has taken place. Ahsell is not liable for any damage to products produced by or stored with the Customer or to the Customer's products of which a Product forms part. The Customer must indemnify Ahsell for any claim for damages in respect of product liability raised by a third party against Ahsell if Ahsell is not liable to the Customer under these General Terms and Conditions.

## Insurance

If delivery has been agreed under CIF (Incoterms 2020), Ahsell insures the Products 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.

## Certificates

Certificates are provided with Products only upon request by the Customer in the order. Costs for certificates are invoiced in accordance with Ahsell's rates applicable from time to time, and, for Non-Stocked Products, separately after agreement.

## Intellectual property rights

Ahsell may from time to time provide information in the form of, for example, product information, pictures, and logistical data ("**Product Information**") to the Customer. Such Product Information constitutes Ahsell's or Ahsell's co-operation partners' intellectual property which may only be used by the Customer within the scope of the contractual relationship between Ahsell and the Customer and in accordance with Ahsell's instructions. Product Information also constitutes trade secrets which the Customer must treat as Confidential Information. Upon termination of the Agreement, or at the request of Ahsell, the Customer must immediately cease to use and delete all Product Information.

## Confidentiality

During the term of the Agreement, the Parties may access valuable trade secrets and other confidential information belonging to the other Party and their business, including the contents of the Agreement ("**Confidential Information**"). The term Confidential Information does not include information that is in the public domain or becomes public knowledge other than through breach of the Agreement. The Parties shall keep all Confidential Information strictly confidential and must not disclose it to any third party without the consent of the other Party, or if this can be reasonably required to comply with the obligations under the Agreement, or where necessary pursuant to law, stock exchange rules, or order from a court or competent public authority.

## Compliance with laws

The Customer undertakes to comply with all applicable laws, regulations, decisions by authorities and court orders, including (but not limited to) applicable laws and regulations concerning export control and international sanctions, anti-bribery and anti-corruption and environment and health and safety.

To the extent that this Agreement encompasses Products subject to EU Regulation 833/2014 (as amended), the Customer undertakes to not, directly or indirectly, re-export to, or for use in, Russia. In case of a breach of this prohibition, the Customer accepts all remedies required by the Supplier, including, but not limited to, withdrawing the exported Product, issuing end-user statements and provision of information to the Supplier.

## Export-control

All Products that are indicated as subject to export-control are either (i) classified as dual-use items under EU Regulation 2021/821 and are subject to controls if exported from the customs territory of the EU and/or (ii) controlled by the U.S. Government and authorized for export only to the country of the Customer and may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the Customer, either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or otherwise authorized by U.S. law and regulations.

## Personal data

All processing of personal data shall be made in accordance with applicable data protection regulations. Each party will process personal data in the form of contact information regarding the other party's contact person. To perform under the agreement entered into, Ahsell can, in certain cases, also process information regarding customers' employees and their preferences regarding individual orders of Products, for example clothing sizes. Each party is responsible for their own processing of personal data as personal data controllers, and the parties are not of the opinion that either of the parties will process personal data as personal data processor on behalf of the other party. Each party shall take reasonable measures to inform the people concerned that the other party will process their personal data for the purposes of performing under the parties' agreement and maintaining the parties' business relationship. The information must include that which is stated in Regulation (EU) 2016/679 (General Data Protection Regulation) and can be provided through an instruction to visit the other party's website where information regarding their processing of personal information will be available.

## Governing Law

These General Terms and Conditions shall be governed by the substantive laws of Norway.

Any dispute, controversy or claim arising out of or in connection with these General Terms and Conditions, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Oslo Chamber of Commerce. The arbitral tribunal shall be composed of three (3) arbitrators. The seat of arbitration shall be Oslo, Norway. The language to be used in the arbitral proceedings shall be English, unless agreed otherwise.