



SALES AND DELIVERY TERMS AND CONDITIONS FOR AHLSELL NORGE AS

1. Introduction

These general sales terms and conditions will apply unless otherwise agreed in writing between the parties. Any standard terms of the Buyer apply only if confirmed in writing by the Seller no later than at the time of entry into an agreement.

Joint sales and delivery terms and conditions for the Water, Heating and Sanitation, and Water Supply and Sewage industries (FL-VVS 2001) will apply in addition to these conditions unless otherwise agreed. NL 01 will apply to electrical and refrigeration installations in addition to these conditions unless otherwise specified in writing.

In the event of conflicts, the Seller's sales and delivery conditions shall take precedence.

2. Quotations and prices

A quotation is valid for 15 days from the date of its submission. In cases of delivery from stock, an offer is contingent on the availability of sufficient goods in stock.

The quoted prices are based on the price of the goods on the date on which the quotation was made. In the event of changes in the prices of goods from our suppliers, transport costs, insurance costs, customs and import duties, exchange rates and raw material prices in the period up to delivery, the Seller is entitled to adjust the prices accordingly.

The prices are exclusive of any environmental or state levies or deposits.

For cut lengths of cable a 5 % supplement to the net price will be charged, up to a maximum of NOK 300 per cut length.

3. Payment terms

Payment is due 30 days after the invoice date. Payment is deemed to have taken place when the invoice amount has been deposited in the Seller's bank account.

In the event of delayed payment, the Seller is entitled to charge interest at the prevailing rate plus 5 %, effective from the due date of the invoice. Any claims made by the Buyer regarding minor deficiencies do not exempt him from settling by the payment due date. The Buyer is not entitled to offset all or part of the purchase amount in the event of other claims against the Seller.

4. Delivery

The delivery date is specified in the order confirmation which is sent to the Buyer.

If the Buyer is delayed in meeting his obligations, the date of delivery can be extended by a period equivalent to the duration of the delay. This applies, for example, in cases where,

1. The Buyer has neither paid nor provided adequate security within an agreed time limit.
2. The Buyer has not provided the Seller with the necessary technical or other information within an agreed time limit.
3. The Buyer refuses or is unable to take delivery of the goods at the agreed time. The same applies if the Buyer has not made adequate provision to ensure that the goods can be received by the agreed time.
4. The Buyer requires an alteration to the consignment that may influence the delivery date.

If the Buyer is unable to take delivery of the goods at the agreed time, the Seller will arrange storage at the Buyer's own risk and expense. The Seller may on the agreed date of delivery require payment in accordance with the agreement as if delivery had in fact taken place.

5. Shipping

If any delivery terms are agreed, these shall be interpreted in accordance with the current version of Incoterms at the time of the agreement. In the case of delivery under terms such as EXW, FCA, FAS or FOB (Incoterms 2000), where the Buyer has not specified the means of transportation, the Seller will select the means of transportation at his own discretion. In the case of delivery under terms such as CIP, CPT, DAF, DES, DEQ, DDU or DDP (Incoterms 2000), the Seller is free to select the means of transport.

In the event of direct delivery from a manufacturer, delivery shall be deemed to have taken place at the time when the Buyer has taken delivery of the goods at the location specified by the manufacturer. In such cases, the Seller assumes no responsibility for any delay in delivery.

The cost of pallets, cable drums and other special packaging shall be borne by the Buyer. The Buyer is not entitled to return packaging to the Seller.

For Water, Heating and Sanitary, Water Supply and Sewage, and industrial sector customers involving deliveries to Trøndelag and locations further north, freight equalisation will apply. Freight equalisation will be itemised separately in the invoice and calculated based on the net invoice amount. Freight equalisation will also be compensated for in the case of collected goods. Exceptions will be made for large volume products which will be charged at actual freight costs.

6. Insurance

In the case of deliveries under CIF and CIP terms (Incoterms 2000), the Seller will insure the goods until they reach the specified destination. The insurance will satisfy the "All risks" terms pursuant to the 2004 version of the Norwegian terms and conditions for the insurance of goods in transit (1995).



7. Drawings and other documentation

The Seller shall retain the copyright to drawings and other documentation supplied to the Buyer. The Buyer is only entitled to use such drawings and other documentation in connection with the operation, repair and maintenance of the delivered goods. The drawings and other documentation must not be copied, reproduced or made available to third parties without the consent of the Seller.

8. The Buyer's duty of inspection

The Buyer shall on receipt check the goods against the packing slip and inspect them as appropriate to confirm the nature of the goods and their form of delivery. Any complaints resulting from the inspection must be submitted in accordance with Section 10, below.

9. Defects

A defect is deemed to exist if the goods are not in compliance with agreement or with generally accepted industry standards and prevailing Norwegian legislation and regulations, insofar as this is not the fault of the Buyer or the result of conditions for which the Buyer accepts the risk. For example, a defect does not exist if the discrepancy results from materials obtained by the Buyer or from construction ordered or specified by the Buyer.

The stipulations of FL-VVS 2001 and NL 01 apply in the event of defects.

10. Complaints

The following conditions apply to complaints:

- a) Complaints regarding damage incurred in transit or a deficiency in the number of articles delivered shall be submitted immediately on arrival of the goods. The damage or deficiency in question must be specified in the consignment note and be signed by the driver. The Buyer must submit documentation of such damage or deficiency to the appropriate haulage contractor.
- b) Complaints regarding deficiencies in packaged goods shall be made to the Seller immediately and no later than 7 days after arrival. The deficiencies must be specified.
- c) Complaints regarding deficiencies shall be made without undue delay and no later than 7 days after the defect has been or ought to have been identified.
- d) Complaints regarding delays in delivery must be made to the Seller immediately and not later than 7 days after delivery should have been completed.

All complaints must be made in writing. The Buyer forfeits the right to make claims if complaints are not submitted at the correct time. The Seller cannot be held responsible for defects claimed later than one year after delivery.

11. Return of goods

The Seller will only accept returned goods if this are agreed to beforehand in each case.

Goods not normally kept in stock may be returned if the Seller's supplier agrees to accept the return of the goods. Any return charge imposed by the Seller's supplier will be charged to the Buyer.

Returned goods must be unused and in the same condition as they were in upon delivery and in the original packaging where this was used for the product in question. The invoice or order number must be specified. Identical goods must be sorted in the same way as when delivered from the Seller's stocks.

The return address for stocked and non-stocked goods shall be specified in the return documentation which must have been received by the Buyer before return shipment takes place.

Return shall take place at the Buyer's own risk and expense, which entails that the return shipping costs, among other things, shall be borne by the Buyer. A 20 % return charge will be calculated for stocked goods.

12. Force majeure

Neither Party shall be considered to have defaulted on an obligation if fulfillment is prevented by *force majeure* conditions as defined by Norwegian law. The other party shall be notified without delay in the event of a *force majeure* situation arising.

In the event of a *force majeure* situation, both parties are entitled to request that the delivery date be postponed. Either party is entitled to cancel the agreement if the duration of the *force majeure* situation is greater than 360 days.

13. Limitation of the Seller's liability for damages

The Seller has no responsibility for the Buyer's indirect losses.

Indirect losses include, among other things, operational expenses resulting from inability to use the product as expected, loss resulting from damage to items other than the product itself, damage resulting from subsequent use of the goods, loss resulting from reduced or non-existent manufacture or sales, loss of earnings resulting from cancelled or non-fulfilled contracts with third parties and claims made by third parties.

The limitation of liability does not apply if the Seller has displayed wilful or gross negligence.

14. Sales lien

Pursuant to Section 3-14, cf. Section 3-22, of the Norwegian Mortgage Act, the Seller retains a vendor's lien on the goods delivered until the purchase price, together with interest and other charges, is paid in full.

The Seller is also entitled to demand other forms of security for the purchase amount, plus any interest and costs. A claim of this kind can be made once the Seller has accepted the order, and until delivery of the goods has been completed.

15. Choice of Law and Legal Venue

The contractual relationship shall be governed by Norwegian law.

The parties accept Stavanger Municipal Court as the agreed legal venue for any disputes arising from the contractual relationship.