

General Conditions

For the Supply of material from EL-tjeneste as

Applicability and Definitions

1. These General Conditions shall apply when the parties does not agree in writing to other conditions. If the buyers general conditions or other conditions in the sale of goods act derivate from EL-tjeneste as general conditions they shall not apply unless agreed in writing. By placing an order, the buyer accepts EL-tjeneste as' general conditions. In lack of regulation in these general conditions, the Norwegian sales of good act shall apply.
 - 1.1 The object or objects which EL-tjeneste as shall deliver according to the contract of the parties shall in these conditions be referred to as "The Product. The term includes software and documentation.
 - 1.2 When used in these conditions the term "written" or "in writing" refers to a document signed by both parties or a letter, fax, e-mail or other means of communication agreed by the parties.

Quotation

2. The quotes given by EL-tjeneste as, with the current price, is valid for 30 days unless other is agreed in writing.
 - 2.1 In case of changes in public taxes and duties, environmental fees, unexpected rise in prices from subcontractors, exchange rates, freight costs, customs, import expenditure, insurance, and any other fees, after the quote is given and until delivery, EL-tjeneste as has the right to increase the prices accordingly without notice. Invoicing at current prices at the day of delivery.
 - 2.2 All of our prices are quoted in Norwegian Kroner (NOK) and exclusive of VAT and other duties unless other appear in writing.
 - 2.3 Any costs relating special packing, pallets and collars will be billed to the Buyer.
 - 2.4 There is no contract until EL-tjeneste as has sent the buyer an acknowledgement of order.
 - 2.5 EL-tjeneste as reserve the right to request guarantee for the invoice amount. Such guarantee may also be required after the order is accepted, and the acknowledgement is received by the Buyer.

Technical Documents and Technical Information

3. All technical documentation regarding the Product, drawings, models, calculations etc. regarding the Product or the manufacturing of the Product shall remain the property of the submitting Party unless other is agreed in writing.
 - 3.1 Technical documentation, drawings, models and calculations etc. received by one party shall not, without consent of the other party, be used for any other purpose than for which it was submitted.
4. EL-tjeneste as shall, no later than delivery of the Product provide the Buyer with one set (or any larger number that may have been agreed) of technical documentation, which is sufficiently detailed to permit the Buyer to carry out installation of the Product. EL-tjeneste as shall not, however, be obliged to supply manufacturing drawings etc. of the product or of spare parts.

Trade Term

5. Delivery shall be according to Incoterm 2010;
 - 5.1. DDP – Delivery duty paid: The Buyer is at risk when the goods have been placed at his disposal at agreed place of destination cleared for import and with duties paid ready for unloading. Insurance to be covered by the Seller. The Seller bears the risk during the whole transport.
 - 5.2. DAP – Delivered at place: The Buyer is at risk when the goods have been placed at his disposal at agreed place of destination ready for unloading. Insurance to be covered by the Seller to the place of destination (further transports by the Buyer).
 - 5.3. FCA –Free Carrier: The Buyer is at risk when the goods have been loaded to the first carrier or at the terminal at agreed time and place. Insurance to be covered by the buyer (the seller covers up to named point).
 - 5.4. If no trade term has been agreed, the delivery shall be Free Carrier (FCA), at our factory in Steinkjer (Norway).

Time for Delivery. Delay

6. If, instead of a fixed date for delivery, the parties have agreed on a period of time within which delivery shall take place, such period shall start to run at the formation of the contract.
7. If a delay in delivery is caused by an act or omission of the Buyer, EL-tjeneste as may extend the delivery period for a period equal to the Buyers delay. This applies if:
 - Information from the Buyer witch affect the delivery time is not received on time.
 - The Buyer does not pay in time, or does not provide the requested guarantee
 - The Buyer requests an alteration which affect the delivery timeIf the Buyer finds he will be unable to accept delivery of the Product on the agreed date, EL-tjeneste as will arrange storage of the Product at the Buyer's risk and expense. EL-tjeneste as may claim payment in accordance with the order as if delivery has happed.
8. EL-tjeneste as takes reservations for any delay on delivery from subcontractors. If EL-tjeneste as finds that he will not be able to deliver the Product at agreed time, or if delay on his part seems likely, he shall without undue delay notify the Buyer hereof in writing, stating the reason for the delay and if possible the time when delivery can be expected.
9. If delay in delivery caused by a circumstance of force majeure at EL-tjeneste as' hand the time of delivery shall be extended by a period the force majeure lasts. The parties only have the right to cancel the contract or parts at considerable delay.
- 9.1 If the Product is completely or partly delivered by the subcontractor the Buyer is only entitled to cancel the contract if EL-tjeneste as has the right to cancel the contact towards the subcontractor.
10. In case of delay in delivery, in which EL-tjeneste as has notified the Buyer, there will not be paid any compensation (daily fine, liquidated damages etc.) without an written agreement between the parties. This also applies to claims made upon the Buyer by a third party.

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Payment

11. Unless otherwise agreed payment shall be made against invoice 30 days after the date of the invoice.
12. If the Buyer fails to pay on time, EL-tjeneste as shall be entitled to interest from the due date at the rate of 18 %.
13. If the buyer fails to pay at due date, the EL-tjeneste as may also, after having notified the Buyer in writing hereof, suspend performance of his contractual obligations until payment is made.

Retention of Title

14. The Product shall remain the property of EL-tjeneste as until paid for in full, to the extent that such retention of title is valid.

Initial inspection on receipt of the Product

15. The list of contents shall follow the delivery. The Buyer is obliged to control whether the delivered Product(s) are in accordance with the contract and the list of contents, and sign for the delivery. The duty to inspect the Product arise immediately after delivery, and before the Product is subject for resale, installation or otherwise put to use.
16. There is a defect if the Product is not in accordance with the contract, common industry standards or any regulations in Norwegian laws or regulations, and this is not caused by circumstances at the Buyers risk.
17. The Buyer shall notify EL-tjeneste as of any fault or defect within 8 days from delivery.
18. If the Buyer neglects to inspect the Product at delivery, EL-tjeneste as liability will be annulled.
19. If the defect can be remedied by repairing the defective part, EL-tjeneste as has fulfilled his obligations in respect of the defect when he delivers a duly repaired part to the Buyer.

Return

20. If the Buyer wants to return the Product, he shall give EL-tjeneste as such notice in writing.
21. Products in unbroken packages will be credited the Buyer by net invoice price, unless the price of the Product are reduced.
22. EL-tjeneste as reserve the right to dismiss returns. All accepted returns shall be in such conditions that EL-tjeneste as may resell the Products.
23. Any Return of Products at Buyers expense, unless the return is caused by wrong dispatch, Product default etc.

Product Liability

24. EL-tjeneste as shall have no liability for defects caused by circumstances occurred after the Product is delivered to the Buyer.
25. EL-tjeneste as shall have no liability for damage caused by the Product.

26. EL-tjeneste as shall have no liability for the Buyers damages or loss caused by any fault or damage to the Product or the delivery according to clause 16. This also applies on any claim against the Buyer by any third party.

Quality – construction

27. The Product shall fulfill product standards according to any regulations in Norwegian laws or regulations and specifications made by the Parties. Beyond this the Buyer has the risk of the Product including technical data is suitable for the function it is meant to fulfill, and meets structural and technical requirements. Products manufactured without necessary information or/and technical demands as regards standard and quality, is delivered by EL-tjeneste as without liability.

Complaint and guarantee

28. Unless otherwise is agreed in writing between the parties, the guarantee period is 5 years from the delivery date.
29. Guarantee after clause 28 covers material- and production faults/defects and is limited to whole or partly remedy free of charge at EL-tjeneste as' fabric and within normal working hours.
30. The guarantee laps if:
 - Changes is made on the Product without EL-tjeneste as' consent
 - The Product is defect due to inexperienced handling or incorrect installation
 - The Product is used in other ways than normal use, or intended use enlightened prior to the manicuring
 - Payment is not made
 - Prescribed service is not made
 - Normal wear and tear is not covered by the guarantee

Force Majeure

31. The following circumstances shall constitute grounds for relief, such as fire, natural disasters and extreme natural events, war, mobilization or military call up of a comparable scope, requisition, seizure, trade and currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the supply of power and defects in deliveries by subcontractors caused by any such circumstance as referred to in this clause.

Choice of law and dispute resolution

32. Conflicts arising from this contract, or these general conditions, and disputes in accordance with these, shall not be brought for court, but be settled by arbitration according to Norwegian law regulations.

The English language version of this document is an office translation of the original Norwegian text. In case of discrepancies, the Norwegian text shall prevail.