EL-tjeneste as

Norwegian-produced quality products

05.005-V03 / 07.11.26

General Terms and Conditions of Delivery

For the supply of goods by EL-tjeneste as

1. Application and definitions

1.1. Our terms and conditions of delivery are based on General Conditions NL 17 and apply unless the parties agree otherwise in writing. If the Buyer's purchasing terms or other rules governing purchases differ from EL-tjeneste's terms and conditions of delivery, they shall not be binding on EL-tjeneste as unless otherwise specifically agreed in writing. By placing an order, the Buyer accepts EL-tjeneste's terms and conditions of delivery. Matters not governed by these General Terms and Conditions of Delivery shall be governed by the provisions of the Norwegian Sale of Goods Act.

1.2. The item or items to be supplied by EL-tjeneste pursuant to the order placed are hereinafter referred to as the "Product". This also includes software and documentation.

1.3. "In writing" under these terms and conditions of delivery means a document signed by both parties, a letter, fax, email or any other form of written communication agreed by the parties.

2. Quotations/prices

2.1. EL-tjeneste's quotations, at the prices applicable on the quotation date, are valid for 30 days unless otherwise agreed in writing.

2.2. In the event of changes in public duties and taxes, environmental fees, unforeseen supplier prices, exchange rates, freight costs, customs duties, import expenses, insurance and other charges after the quotation has been issued (the quotation date) and up to the time of delivery, EL-tjeneste is entitled to adjust its prices accordingly without notice. Invoicing shall be at the prices applicable on the delivery date.

2.3. All prices are stated in Norwegian kroner (NOK), excluding value added tax, unless otherwise stated in writing.

2.4. Any costs for special packaging, pallets and pallet collars shall be invoiced to the Buyer.

2.5. An agreement shall only come into effect once EL-tjeneste has issued its order confirmation.

2.6. EL-tjeneste reserves the right to require security for the invoiced amount. Security may also be required after the order has been accepted and the order confirmation has been received by the Buyer.

3. Technical documentation and information

3.1. Technical documentation, drawings, models, data and similar materials concerning the Product or its manufacture shall remain the property of the party that provided them until otherwise agreed in writing.

3.2. Technical documentation, drawings, models, data and similar materials received may not, without the other party's consent, be used for any purpose other than the purpose for which they were provided.

3.3. No later than delivery, EL-tjeneste shall make available the technical documentation necessary for the Buyer to install and use the Product. For standard products, this documentation is available on our website. The QR code on the Product links to the correct documentation on our website. EL-tjeneste is not obliged to provide documentation relating to the manufacture of the Product itself or its spare parts.

4. Delivery terms

4.1. Delivery shall be in accordance with Incoterms 2020.

4.2. DDP – Delivered Duty Paid: The Buyer bears the risk from the moment the goods are available at the destination. The goods shall be delivered cleared for import unless otherwise agreed. Insurance shall be arranged by the seller, who bears the risk throughout transport.

4.3. DAP – Delivered at Place: The Buyer bears the risk from the moment the goods are available for unloading at the destination. Insurance shall be arranged by EL-tjeneste up to the destination and thereafter by the Buyer.

4.4. FCA – Free Carrier: The Buyer bears the risk from the moment the goods have been loaded with the first carrier or at the terminal at the agreed time and place. EL-tjeneste shall arrange insurance until the goods have been loaded with the first carrier or at the terminal, after which the risk in the goods passes to the Buyer.

4.5. Unless otherwise agreed, delivery shall be FCA, our factory in Steinkjer (Norway).

5. Delivery time. Delay

5.1. If the parties have not agreed on a specific delivery date, the delivery period shall run from the date of the order confirmation.

5.2. If the Buyer is delayed in fulfilling its obligations, EL-tjeneste may postpone delivery by a period corresponding to the Buyer's delay. This applies if:

5.3. Information from the Buyer affecting the delivery time has not been received.

5.4. The Buyer has failed to pay in accordance with the agreement or to provide the required security.

5.5. The Buyer requests a change to the delivery that affects the delivery time.

5.6. If the Buyer is unable or refuses to receive the goods at the agreed time, EL-tjeneste shall arrange storage at the Buyer's expense and risk. EL-tjeneste may demand payment in accordance with the order as if delivery had taken place.

5.7. EL-tjeneste reserves the right to allow for delays in deliveries from subcontractors. If EL-tjeneste finds that delivery cannot take place on time, or considers a delay likely, the Buyer shall be informed in writing without undue delay, stating the reason for the delay and, as far as possible, the expected delivery date.

5.7.1. If force majeure occurs on EL-tjeneste's part, the delivery date shall be postponed by the duration of the force majeure event. The parties shall only be entitled to terminate the purchase, in whole or in part, in the event of a material delay.

5.7.2. If the goods are supplied wholly or partly by a subcontractor, the Buyer shall only be entitled to terminate the purchase to the extent that EL-tjeneste as can exercise a corresponding right of termination against the subcontractor.

5.8. If an agreed delivery date is missed and EL-tjeneste has notified the Buyer of this, no compensation of any kind (daily penalties, contractual penalties, etc.) shall be payable unless specifically agreed in writing between EL-tjeneste and the Buyer. This also applies to claims brought against the Buyer by third parties.

6. Payment

6.1. Unless otherwise agreed, payment shall be made in accordance with the invoice, with a payment term of 30 days.

6.2. If the Buyer fails to pay on time, EL-tjeneste shall be entitled to interest on late payment from the due date in accordance with the current rules of the Financial Supervisory Authority of Norway.

6.3. If the Buyer fails to pay on time, EL-tjeneste may notify the Buyer in writing that EL-tjeneste will suspend performance of its contractual obligations until payment is made.

Salg og utvikling, Trondheim
Østre Rosten 84G
7075 Tiller
Telefon: 976 74 000
www.el-tjeneste.no
Mail: info@el-tjeneste.no

Fabrikk og lager, Steinkjer
Jæktsmedgata 4
7725 Steinkjer
Telefon: 976 74 000
Mail: info@el-tjeneste.no

7. Retention of title and security interests

7.1. All goods shall remain the property of EL-tjeneste until paid for in full, to the extent that such retention of title is valid.

8. Inspection upon receipt of the goods

8.1. A packing slip shall accompany the goods when dispatched. The Buyer is obliged to verify that the delivery conforms to the contract by properly inspecting the goods against the accompanying packing slip and acknowledging receipt. This duty to inspect applies immediately upon arrival of the goods and before they are resold, installed or otherwise put into use.

8.2. A fault or defect exists if the goods do not conform to the agreement or to generally accepted industry standards and the Norwegian laws and regulations in force at the time of the agreement, provided that this is not due to circumstances for which the Buyer bears the risk.

8.3. Notice of any fault or defect in the goods must be submitted to EL-tjeneste no later than 7 days after receipt.

8.4. If the Buyer fails to carry out such inspections, the Seller's liability for defects shall lapse.

8.5. EL-tjeneste reserves the right to repair the goods or replace them with new goods.

9. Returns

9.1. Returns of goods must be agreed in writing before the goods are returned.

9.2. Products in intact, unopened packaging shall be credited to the Buyer at the net invoiced price, subject to a return fee of 20%.

9.3. EL-tjeneste reserves the right to reject returns. All returned goods must be in a condition that allows EL-tjeneste to resell them.

9.4. Returns shall be at the Buyer's expense and risk, except where EL-tjeneste is responsible for the return due to incorrect dispatch, manufacturing defects or similar circumstances. In such cases, no return fee shall apply.

10. Product liability

10.1. EL-tjeneste shall not be liable for defects arising from causes occurring after the goods have been received by the Buyer.

10.2. EL-tjeneste shall not be liable for damage caused by the Product while it is in the Buyer's possession. EL-tjeneste shall not be liable for damage or loss suffered by the Buyer as a result of any defect in the delivery under clause 8.2. This also applies to claims brought against the Buyer by third parties.

10.3. EL-tjeneste shall not be liable for damage caused by the Product to real or personal property, or for the consequences of such damage, if the damage occurs while the Product is in the Buyer's possession. Nor shall EL-tjeneste be liable for damage to products manufactured by the Buyer or to products into which the Buyer's products are incorporated.

10.4. The Buyer shall indemnify EL-tjeneste as to the extent that EL-tjeneste as is held liable to a third party for damage or loss for which EL-tjeneste as is not liable under the first paragraph.

11. Quality – design

11.1. The Product shall meet the requirements applicable to such products under current laws and regulations, as well as the descriptions, instructions and other specifications prepared by the Parties. Beyond this, the Buyer shall bear sole responsibility and risk for ensuring that the technical data and the goods as a whole are suitable for their intended functions and meet the relevant design and technical requirements. Goods ordered without sufficient information on specific standards and quality requirements shall be supplied by EL-tjeneste as without liability.

12. Infringement of intellectual property rights

12.1. All intellectual property rights relating to the Product, including patents, copyright, trademarks, designs, technical solutions, drawings and documentation, belong to and shall remain the property of EL-tjeneste, regardless of whether they were developed before or in connection with the delivery. The delivery grants the Buyer the right to use the Product for the agreed purpose but does not transfer ownership of or any other rights in the intellectual property.

12.2. The Buyer shall indemnify EL-tjeneste against any claim, loss and cost incurred by EL-tjeneste as a result of the Buyer infringing EL-tjeneste's intellectual property rights in the Product, including through unauthorised copying, further development, reverse engineering or transfer of such rights to third parties.

13. Claims and warranty

13.1. Unless otherwise agreed in writing between the parties, the warranty period for deliveries shall be 5 years. The warranty period shall run from the date of dispatch.

13.2. The warranty under clause 13 covers material and manufacturing defects and is limited to the repair and replacement of parts free of charge at EL-tjeneste's workshop during normal working hours.

13.3. Warranty liability shall lapse if:

13.3.1. Modifications or interventions have been made to the Product without agreement with EL-tjeneste as.

13.3.2. The goods have been damaged as a result of improper handling or incorrect installation.

13.3.3. The goods have been used in a manner other than normal use or the use disclosed before the agreement was entered into.

13.3.4. Payment has not been made.

13.3.5. The prescribed service intervals have not been observed.

13.3.6. The warranty does not cover normal wear and tear.

14. General limitation of liability

14.1. Except as provided in these terms and conditions of delivery, the parties shall have no liability towards each other. This applies to any loss that may arise, such as loss of production, loss of profit and other financial consequential or indirect loss.

14.2. The limitation of the parties' liability referred to in clause 14.1 shall not apply, however, if a party has been grossly negligent. Nor shall this limitation apply to liability for intellectual property infringements under clause 12.

15. Force Majeure

15.1. Circumstances such as fire, natural disasters and extreme natural events, war, mobilisation or military call-ups of a similar scale, requisition, seizure, trade and currency restrictions, insurrection and civil unrest, shortages of means of transport, general shortages of goods, restrictions in the supply of power, and defects in or delays to subcontractor deliveries resulting from circumstances referred to in this clause shall be regarded as grounds for relief from liability.

16. Governing law and dispute resolution

16.1. Disputes arising out of this agreement and these terms and conditions of delivery, and disputes connected with them, shall not be submitted to the courts but shall be settled by arbitration in accordance with the laws applicable in Norway.

Salg og utvikling, Trondheim
Østre Rosten 84G
7075 Tiller
Telefon: 976 74 000
www.el-tjeneste.no
Mail: info@el-tjeneste.no

Fabrikk og lager, Steinkjer
Jæktsmedgata 4
7725 Steinkjer
Telefon: 976 74 000
Mail: info@el-tjeneste.no