

# TERMS OF SALE ASTRUP AS

## 1. Application

These general terms and conditions of delivery are applicable to all deliveries from Astrup AS (hereafter referred to as the "Vendor"). Any deviations shall be agreed in writing.

## 2. Offers and product information

2.1. Unless otherwise indicated, written offers are binding for 2 days from the date of the offer. Binding agreements, however, are only concluded upon the Vendor's order confirmation, or where the Vendor has commenced delivery with the Buyer's knowledge. The Vendor may at any time until order confirmation has been sent withdraw the offer in the case of intermediate sales, i.e. if the goods are sold to others before the Buyer accepts the offer, or the same applies to the Vendor's supplier. See also section 2.4 below regarding changes.

2.2. All illustrations, drawings, pricing details and technical information included in catalogues, brochures and other advertising materials are for guidance purposes only. Such information is only binding if the agreement expressly refers to them.

2.3. The delivery shall include all descriptions, certificates and documents required for the approval or maintenance of the goods.

2.4 Prices are as indicated in the order confirmation. Prices may be adjusted right up to the time of delivery, if the Vendor's own supplier legitimately adjusts its prices, the prices of goods change or other circumstances beyond Vendor's control entail price increases for the Vendor.

## 3. Quality

3.1. Unless otherwise agreed, the Buyer bears the risk for ensuring that technical data and the goods as a whole meet the Buyer's needs. Vendor's documentation, information and/or technical specifications, whether these are provided specifically to the Buyer or are in generic form, are not to be regarded as warranty, nor can it be understood that the Vendor has otherwise guaranteed that the Products fit Buyer's needs.

3.2. The most recent version of the given standard shall apply in its original and unabridged form.

3.3. Material certificates are not included unless specifically agreed.

## 4. Quantity/Weights

4.1. Unless otherwise stated in the order, the order confirmation shall determine whether delivery should be made by indication of weight, pieces, or length.

4.2. Unless otherwise expressly agreed, quantities delivered in ex-work deliveries may deviate from what is customary within the industry (usually +/-10%).

4.3. The Vendor uses commercial mass for the various products as all products are usually delivered with + tolerances in respect of formats and lengths. The supplier's weights are used for complete/original bundles/pallets.

4.4 In the event of a clear or significant error in calculation on non-stock items, the Vendor may correct the quantity/price, even after entering into an agreement. If the correction entails an overall price increase of more than 10%, the Buyer may cancel at no cost.

## **5. Payment terms**

5.1. If the Vendor so requests, the Buyer shall produce a satisfactory payment guarantee upon conclusion of contract. The Vendor may also request full or partial payment in advance.

5.2. The Buyer cannot withhold payment in the event of a claim.

5.3. The Buyer may not offset payment against other contracts without the Vendor's consent.

5.4. Overdue interest in accordance with the Act relating to Interest on Overdue Payments becomes payable in the event of overdue payment.

## **6. Billing**

6.1. The invoice date shall be the date on which the goods are dispatched from the Vendor's warehouse. In the case of ex-work deliveries, the invoice can be dated no earlier than upon dispatch from the supplier.

6.2. The minimum invoice amount per order is NOK. 1,500.00, excluding shipping and packaging. For orders through an online store, the amount is NOK. 1,000.00, excluding shipping and packaging.

## **7. Purchase security interest**

7.1 The Buyer may not sell or pledge the goods as security until they have been paid for in full. The Buyer cannot join the goods with real property or other main components in such a way that segregation would result in disproportionate costs or unreasonable loss of value until the goods have been paid for. The Vendor shall retain purchase security interest on the delivered goods until the purchase sum, including interest and costs, has been paid in full.

## **8. Delivery times, transfer of risk and insurance**

8.1. The agreed transaction terms shall be interpreted in accordance with the Incoterms in force at the time the agreement was concluded. If no such delivery clause has been expressly agreed, delivery shall be deemed to have taken place "ex-works" by the Vendor.

8.2. If a specific time frame for delivery has been agreed, the delivery period runs from the date when the agreement was concluded per item 2.1.

8.3. The Buyer cannot order change- and additional work unless the parties agree in advance on the consequences in terms of time and cost.

8.4. Any insurance should be taken out as required for the agreed delivery method.

## **9. Delay**

9.1. If the Vendor becomes aware that the agreed delivery time cannot be maintained, or if a delay appears likely, the Vendor shall notify the Buyer to this effect in writing without delay and simultaneously set a new time for when the delivery can be completed. If the delay in delivery (partial delivery) is due to Vendor's circumstances, and the delay results in a material breach of contract, the Buyer may, through written notice to the Vendor, terminate the agreement with respect to the delayed goods.

9.2 The Buyer may not, however, cancel the purchase if the Vendor does not have the right of cancellation towards the supplier where the order is placed. Application of this provision presupposes that the Buyer has made aware (in writing) of the limitation in the right to cancellation (before ordering).

9.3. If the Vendor has given notice of the delay, the Buyer must exercise the right to cancel as soon as possible, otherwise the delivery time stated in the notice shall be considered the new, agreed delivery time.

9.4. If the Buyer is unable to fulfil its obligations at the time of delivery, including accepting delivery, the Vendor shall be notified in writing with a concurrent indication of when the Buyer will be ready. Any additional costs incurred by the Vendor shall be met by the Buyer. The Vendor may cancel the transaction if the delay constitutes a significant breach of contract.

9.5. Where delivery time in the Buyer's opinion is so important that a delay may have financial consequences for him, compensation or a daily/conventional fine shall be agreed separately and in writing by no later than upon conclusion of the agreement.

## **10. Grounds for exemption (force majeure)**

10.1. The following circumstances shall be deemed to be grounds for release from agreement if they prevent the fulfilment of the agreement or if they make fulfilment unreasonably burdensome: industrial disputes and any other circumstance beyond the parties' control, such as fire, war, mobilisation or unexpected military conscription on a similar scale, requisitioning, confiscation, currency restrictions, riot, disturbance, major disease outbreak, shortage of transportation, general shortage of goods, restrictions on the supply of fuel, and incomplete deliveries from sub-contractors or delays to such deliveries as a result of circumstances described in this section. Any of above-mentioned circumstances occurring prior to conclusion of agreement shall only qualify for a release from agreement if their effect on the fulfilment of the agreement could not have been predicted at the time.

10.2. The party wishing to claim one of the circumstances described in section 10.1 must notify the other party in writing without delay of both the initial occurrence of the incident and its conclusion. In the event of force majeure on the part of the Buyer, the Buyer shall meet the costs incurred by the Vendor in order to secure and protect the goods.

10.3. Notwithstanding what otherwise may be determined in these terms and conditions of sale, either party may terminate the agreement by giving written notice to the other party if fulfilment of the agreement has been prevented for longer than 6 months by one of the incidents described in section 12.1.

## **11. Cancellation and insufficient specification of mill/trading-orders**

11.1. Stocked items with a total value of less than NOK 30,000 can be cancelled free of charge if the order is not in process or executed. If the order has been executed or is in process, cancellation of orders up to NOK. 30,000 may be charged a fee of 20% of the order value, minimum NOK. 1,500.00. The Buyer shall also cover all shipping costs. Goods that have been cut or otherwise machined cannot be cancelled (without payment).

11.2. When cancelling orders exceeding NOK. 30,000 or mill/trading-orders orders, the Buyer shall compensate the Vendor for the Vendor's total financial loss, including loss of earnings.

11.3. If the Buyer fails to specify details of mill/-trading-orders orders by the agreed time, the Vendor may, subject to prior notice, cancel the agreement and/or claim compensation under section 13.2 if the order cannot be fulfilled by the factory in question.

11.4. The Buyer only has the right to cancel the Products if the Vendor can accordingly cancel with its supplier.

## **12. Duty to examine goods and filing of claims**

12.1. The Buyer shall examine goods immediately after receipt.

12.2. Any claim concerning deficiencies that were or should have been identified at the time of delivery must be filed as soon as possible and no later than 8 days after delivery and before any processing of the goods commences. In addition, a one-year absolute warranty period applies from the time of delivery, unless otherwise agreed.

12.3. In the event of a defect in the goods caused or potentially caused by damage sustained during transport, a claim shall also be immediately filed directly with the Carrier and in the manner prescribed in connection with the transport. Damage to packaging and potential moisture damage must be noted on the freight bill upon receipt.

12.4. If the Buyer fails to file the claim as described above, the Buyer shall lose all rights to claim for the deficiency.

12.5. Claims concerning certificates shall be filed immediately upon receipt of the certificate.

12.6. In the event of a claim, the Vendor has the right to unhindered access to inspect the Products.

## **13. Deficiencies**

13.1. If there is a deficiency with the goods or the work, the Vendor may either rectify the deficiency or redeliver. Rectification or redelivery (collectively described as remedy) shall take place within a reasonable period of time.

13.2. The right to file a claim for a deficiency lapses if the deficiency is remedied by a party other than the Vendor without the Vendor's written consent, unless a delay would result in additional damage.

13.3. If remedy is not possible or does not take place within a reasonable period of time, the Buyer may request a reduction in the price to the extent that the relationship between the reduced price and the agreed price is proportional to the difference in value between the goods in their inadequate condition and in their contractual condition at the time of delivery, limited upwards to 15% of the agreed purchase price.

13.4. If the Products are joined, built into, or incorporated into other products, goods or the like, in such a way that they cannot be separated without damage to the Products, the Vendor's obligation to re-delivery and rectification will lapse.

13.5. If the deficiency represents a material breach of contract, the Buyer may elect to cancel the agreement instead. Any request to cancel the purchase must be made in writing as soon as it has been established that the deficiency will not or cannot be remedied within a reasonable period of time. Otherwise, the right to raise a claim is lost.

13.6. The Vendor is not under any circumstances liable for compensation exceeding the invoice value. The Vendor is not liable for any damage or loss incurred by the Buyer as a result of the further use of the goods, nor for any other consequential losses.

13.7. The Vendor may terminate the Agreement without notice if the Buyer is or may come to be in material breach of its obligations. Payment default on the part of the Buyer, occurred, expected or notified, as well as impaired creditworthiness on the part of the Buyer shall always be regarded as a material breach, unless the Buyer provides satisfactory security.

#### **14. Returns**

Delivered goods may not be returned unless otherwise agreed by the parties. In order for the Vendor to accept the return of goods, they must always be undamaged, and factory-packed goods must be in their original, sealed packaging. The Vendor may otherwise freely stipulate terms and conditions for the return of goods.

#### **15. Delivery of mill/trading-orders**

Mill/trading-orders delivery refers to non-stock items and/or production orders. The special terms and conditions for these deliveries are described in the individual provisions in these terms and conditions of sale.

#### **16. Compensation**

16.1. The Vendor is only liable for breach of contract due to negligence directly on the part of the Vendor or that of any parties for which the Vendor is responsible; liability under any circumstances is limited to the invoice value for the Products in question.

16.2. The Vendor is only liable for damage that the Products inflict other than the Products themselves to the extent that Supplier has shown gross negligence or intent.

16.3. Under any circumstances, claims for compensation cannot be made later than 6 months after the damage occurred.

#### **17. Disputes**

The agreement is subject to Norwegian law. In the event of legal proceedings, the Vendor's legal domicile shall be accepted by both parties.

ASTRUP AS

November 2021