



Delivery terms and conditions for Astrup AS

1. Application

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

2. Quotation and product information

- 2.1. Unless otherwise stated, written quotations are binding when accepted within 7 days of the quotation date.
- 2.2. All illustrations, drawings, prices and technical information included in catalogues, brochures and other advertising materials are for guidance purposes only. Such information is only binding if the contract expressly refers to them.
- 2.3. The contract becomes effective once the Vendor issues a written order confirmation or commences delivery. The order confirmation shall be deemed to have been accepted unless the Buyer immediately raises any objections.
- 2.4. The contract shall include all descriptions, certificates and documents required for the approval or maintenance of the goods.

3. Quality

- 3.1. Responsibility for ensuring that the technical specifications and the goods as a whole meet the Buyer's needs rests with the Buyer unless otherwise agreed.
- 3.2. The most recent version of the given standard shall apply in its original and unabridged form.
- 3.3 The Buyer will be able to request material certificates for certain products.

4. Quantities / weights

- 4.1. Unless otherwise stated in the order, the order confirmation shall determine whether delivery should be made by weight, number of items or length.
- 4.2. Unless otherwise expressly agreed, quantities for production orders may deviate from what is customary within the branch (usually +/- 10%).
- 4.3. The Vendor uses theoretical weights for the various products as all products are usually delivered with + tolerances in respect of formats and lengths. The mill's weights are used for whole/original bundles/pallets.

5. Payment terms

- 5.1. If the Vendor requests it, the Buyer shall produce a satisfactory payment guarantee when the contract is entered into. The Vendor may also request full or partial payment in advance.
- 5.2. A complaint from the Buyer concerning discrepancies does not entitle the Buyer to withhold payment.
- 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

The invoice date shall be the date on which the goods are dispatched from the Vendor's warehouse. In the case of ex-works deliveries the invoice date shall be no earlier than the date on which the risk is passed on as described in the agreed terms of the transaction.

7. Security interest

The Buyer may not sell or pledge the goods as security until they have been paid for in full. The Vendor shall retain a lien on the delivered goods until the purchase sum, including interest and costs, has been paid in full.

8. Delivery times, passing of risk and insurance

- 8.1. The agreed transaction terms shall be interpreted in accordance with the Incoterms in force at the time the contract was entered into. 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 time frame for delivery has been agreed, the delivery period shall start to run on the date the contract becomes effective.
- 8.3. Any alterations and additional work ordered by the Buyer may extend the delivery period insofar as this is necessary due to the preparation and execution of the work in question. The Vendor shall give written notice of the new delivery time.
- 8.4. Any insurance should be taken out as required for the agreed delivery method.

9. Delays

- 9.1. If the Vendor becomes aware that the agreed delivery time cannot be held, 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 to the delivery (part delivery) is due to circumstances on the part of the Vendor, and if the delay implies a significant breach of contract, the Buyer may cancel the contract concerning the delayed goods by giving written notice to the Vendor.
- 9.2. In any circumstance the Buyer may not cancel the purchase if the Vendor is unable to cancel the order with the mill/sub-contractor.
- 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 take receipt of the goods at the agreed delivery time, the Vendor must be notified in writing and an indication given of when the goods can be received. 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. Compensation or a default fine shall be agreed especially if, in the Buyer's opinion, the delivery time is so crucial that a delay may have economic consequences for the Buyer.

10. Force Majeure

10.1. The following circumstances shall be deemed to be grounds for release from contract if they prevent the fulfilment of the contract 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, 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 that occurred before the contract was entered into shall only qualify for a release from contract if their effect on the fulfilment of the contract 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 and the conclusion of the incident. 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 the provisions of these delivery terms and conditions, either party may terminate the contract by giving written notice to the other party once fulfilment of the contract has been prevented for longer than 6 months by one of the incidents described in section 10.1.

11. Cancellation and insufficient specification of ex-works order

11.1. Stock items may be cancelled free of charge if the order has not yet been effectuated or processed. Orders of up to NOK 30,000 that have been effectuated or are being processed may be cancelled subject to a fee of 20% of the value of the order, minimum NOK 1,500. The Vendor shall also meet all shipping costs. Goods that have been cut or machined in some other way cannot be cancelled (without payment).

11.2 Unless otherwise agreed, when cancelling orders exceeding NOK 30,000 or ex-works 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 ex-works orders by the agreed time, the Vendor may, subject to prior notice, cancel the contract and/or claim compensation under section 13.2 if the order cannot be fulfilled by the factory in question.

12. Duty to examine the goods and complaints

12.1. The Buyer shall examine the goods immediately upon delivery.

12.2. Any complaint concerning discrepancies 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.

12.3 In the event of a defect caused by damage sustained during transport, a complaint shall also be filed with the carrier in the manner prescribed in connection with the transportation. Any damage to the packaging shall be noted on the bill of lading.

12.4 In the case of discrepancies that are only discovered or should have been discovered at a later date, a complaint shall be filed within a reasonable period of time and no later than 1 year after the passing of risk.

12.5. If the Buyer fails to file the complaint as described above, the Buyer shall lose all rights to claim for the discrepancy.

12.6. Complaints concerning certificates shall be filed immediately upon receipt of the certificate.

13. Discrepancies

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

13.2. The right to claim for a discrepancy shall be forfeited if the discrepancy is remedied by a party other than the Vendor without the Vendor's written consent, unless a delay will cause additional damage.

13.3. If remediation 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 discrepancy represents a significant breach of contract, the Buyer may elect to cancel the contract instead. Any request to cancel the purchase must be made in writing as soon as it has been established that the discrepancy will not or cannot be remedied within a reasonable period of time.

13.5. The Vendor is in any circumstance not liable for compensation above and beyond 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 loss.

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 be undamaged, and factory-packed goods must be in their original, sealed packaging. The Vendor may otherwise stipulate terms and conditions for the return of goods.

15. Ex-works deliveries

Ex-works delivery refers to non-stock items and/or production orders. Particular terms and conditions for ex-works deliveries are described in the individual provisions in these delivery terms and conditions.

16. Disputes

All sales quotations are based on Norwegian law. In the event of legal proceedings, the Vendor's chosen court of law shall be accepted by both parties.