



Sales conditions

for

VESTEC AS

Org. No. 882 221 482

(«Seller»)

These sales and delivery conditions apply unless otherwise agreed in writing between the parties. The Buyer's possible corresponding conditions only apply if these have been expressly accepted by the Seller in writing.

1. Standard conditions

When delivering components in the Nordic countries, NL 17, (*General conditions for the delivery of machines and other mechanical, electrical and electronic equipment in and between Denmark, Finland, Norway and Sweden*, hereinafter "NL17") shall apply in addition to these sales conditions, unless otherwise is agreed in writing.

For deliveries of components outside the Nordic region, Orgalime S 2012 ("S2012") shall apply in addition to these sales conditions, unless otherwise agreed in writing.

In the case of delivery of components with associated assembly, NLM 19 or Orgalime S 2012 m/SI14 ("SI14") shall apply in addition to these sales conditions, unless otherwise agreed in writing.

The seller is otherwise free to choose the applicable standard conditions for the delivery, including any deviations. The seller can, before a binding agreement is entered into, specify which standard terms and conditions are to be used as the basis, where these apply together with these terms and conditions of sale.

2. Interpretation rules for the agreement's documents

The Seller's offer and conditions of sale take precedence over conditions, requests and other documents drawn up by the Buyer. In addition to this, younger provisions apply before older ones, special provisions before general ones and provisions drawn up specifically for the contract before standardized provisions.

3. Duration of the offer

The offer is valid for 30 days from the offer date, unless otherwise stated in the offer. The agreement is binding from the Seller's order confirmation.

4. Order

Ordering of goods is done in writing either via e-mail or via the website. The item number of products must always be stated. If the item number is not available, as much documentation as possible must be obtained. If the item number is not provided, the buyer orders at his own risk. This entails a risk of delay, the product's characteristics, etc.

5. Sales deposit

The seller reserves a sales deposit in the sold components and equipment for the purchase price with the addition of costs, instalment payments and other expenses in connection with the sale, until the purchase price has been paid.



6. Delivery

Delivery time is stated immediately after the Seller receives delivery confirmation from the Seller's supplier. The parties can agree on interim storage of the goods. Such interim storage shall not affect other contractual terms, such as, for example, the time of payment and takeover, risk for the goods, etc.

7. Buyer's Obligations

The buyer is obliged to examine the goods immediately after receipt and/or takeover.

The buyer must ensure, practically and economically, that the necessary preparatory work is done at the agreed time, or if such a time is not agreed, in good time before any assembly is to begin. The buyer is also responsible for ensuring that foundations, penetrations, power supply and ventilation are in place at the assembly site. There must be acceptable access to the construction site, and the assembly site itself must be cleared and prepared. It is assumed that any assembly can take place without interruption. The buyer is responsible for additional costs because of the prerequisites for assembly not being met.

The buyer must carry out authorized periodic maintenance and service on the item. This is a prerequisite for asserting a possible claim. Otherwise, reference is made to the current standard conditions regarding limitation of liability in the event of claims for defects and/or delays.

8. Terms of payment

The date of the order confirmation and the offer is the basis for stated prices. The seller reserves the right to price changes because of changes in exchange rates, material costs (including supplier price, raw material price, incl. shipping and insurance costs) and customs or other public charges.

Payment must be made by the due date. In the event of late payment, late payment interest will be added. The buyer waives the right to offset because of any claims against the seller.

The seller is also entitled to annual price adjustments on January 1st each year.

9. Return of goods

Goods cannot be returned without written agreement. The buyer must state the reasons, item number and number of returned items in writing. The seller provides a return order number to the buyer. The buyer covers return shipping and bears the risk for the goods up to the seller's place of delivery.

Stock items can be returned within 30 days for a return fee equivalent to 20 percent of the item's gross retail price. Goods that are not in stock have no right of return unless otherwise agreed separately.

10. Complaint

The seller does not cover the replacement of wearing parts/consumables that are repaired/replaced at the same time as the rectification work.

Products must be delivered to a workshop for repair if possible. If rectification takes place at the buyer's premises, the buyer is charged for travel costs, board and lodging, and travel time. Machines that are appropriate to repair on site must be cleared with the supplier in advance.

11. Documentation and IPR rights

Included in the delivery is the necessary standard documentation that can only be used for the purpose of the handover. The buyer undertakes to keep confidential any documents containing confidential or secret information.

The buyer assumes no form of ownership of intellectual property rights in terms of technical information, software, source code or other documentation. The seller is not obliged to deliver version updates without this being agreed separately. Upon termination of the agreement, all technical documents etc. belonging to the supplier must be returned immediately.



Any additional documentation can be obtained/prepared for a separately agreed fee, at the buyer's request.

12. Dispute and choice of law

Disputes in connection with the agreement and everything related to it shall in all cases be settled by the ordinary courts in the seller's jurisdiction: Sør-Rogaland District Court. The agreement is governed by Norwegian law.