

1. DEFINITIONS

"Seller" in this document means PlusTech AS, org. no. 984 161 700, Industriveien 5, 7072 Heimdal. "Purchaser" means the party that enters into the purchasing agreement with the Seller. "Goods" in this context mean the product, equipment or accessories that the Seller has agreed to deliver to the Purchaser. "Agreement" means the agreement between the Purchaser and the Seller concerning the Goods – including any appendices – and these General Sales and Delivery Conditions. The "Parties" means the Purchaser and Seller together, separately referred to as a "Party".

2. APPLICATION – RELATIONSHIP TO BACKGROUND RULES OF LAW

Unless otherwise specifically agreed in writing, these General Sales and Delivery Conditions are to be applied to the Parties' Agreement.

The General Sales and Delivery Conditions contain exceptions from and additions to the Norwegian Sale of Goods Act (Act. no. 27 of 1988). In the event of disagreement with or deviation from the said Act, these General Sales and Delivery Conditions shall take precedence. Chapters iv and v of the Sale of Goods Act do not apply to the Agreement.

3. OFFERS AND ACCEPTANCE OF OFFERS

An Agreement between the Parties is regarded as entered into on the Purchaser's acceptance of the Seller's offer or on the Seller's acceptance of the Purchaser's offer. Offers and acceptances can be formalised in writing. If the Purchaser is taking part in a bidding round, unless otherwise agreed the Purchaser's price offer will be binding for the Purchaser for fourteen (14) days from the date of the offer. The Agreement is finalised by the Seller's written confirmation of the order or by the commencement of the delivery. Confirmation of the order is presumed to be accepted if the Purchaser does not immediately submit objections.

4. QUALITY

Unless otherwise agreed, the Purchaser assumes the risk for technical data and specifications and for the suitability of the Goods for his needs. However, if the need is expressly made known to the Seller, the Seller undertakes to inform the Purchaser if he is aware of or should be aware of the fact that the goods are not suitable for his needs.

5. DELIVERY

Delivery is regarded as having been effectuated when the Goods have been received by the Seller and made available to the Purchaser or have been delivered at another location if this has been specifically agreed. The Purchaser is responsible from the date of delivery for the risk of the Goods being accidentally destroyed. Nonetheless, if a different delivery location has been agreed from the Purchaser's business address, the Purchaser is responsible for the Goods from the date the Goods are delivered to this location, including further transport of the Goods, insurance etc.

6. OBSTACLES TO DELIVERY

If obstacles should arise that make the delivery of the Goods impossible or create material difficulties for the delivery and this is not the fault of the Seller, the delivery shall be postponed with no liability for the Seller. The following circumstances are examples that can be considered as grounds for exemption if they represent obstacles to the fulfilment of the Agreement or make its fulfilment unreasonably problematic: industrial disputes and any other circumstance which the Parties cannot control – for example fire, war, mobilisation or unforeseen military conscription of a corresponding scope, as well as requisition, confiscation, currency restrictions, riots and disturbances, shortage of means of transport, general shortage of goods, shortage of raw materials, extraordinary price rises for raw materials or other goods and services involved in the fulfilment of the Agreement, reduction in the supply of fuel/power, and deficiencies in deliveries from sub-suppliers or delays of such deliveries as a result of circumstances such as those described in this item.

The Seller shall deliver the Goods as soon as such obstacles cease to exist.

If such obstacles last more than three (3) months, either of the Parties can terminate the Agreement by written notification to the other Party and with no liability for coverage of costs, losses or the like.

7. THE PURCHASER'S INSPECTION OF THE GOODS – DEFECTS AND DEFICIENCIES – REFUNDS

Immediately the Goods have been delivered, the Purchaser shall check whether the Goods have any defects or deficiencies and that they comply with the Goods ordered. The Seller shall immediately and in writing be informed of any defects and deficiencies, made valid by a specification of the nature and extent of such defects and deficiencies. However the Purchaser is aware of and accepts that:

- (i) The Goods are sold as shown – cf. also (iii) and (v) below;
- (ii) The Goods have been used. The Agreement concerns the purchase of used goods;
- (iii) The Purchaser is given the opportunity to and is requested to inspect the Goods before delivery – preferably with expert assistance;
- (iv) The Seller has no knowledge of the Goods, and by this Agreement has only served as an intermediary between the previous owner (the supplier) and the Purchaser;
- (v) The Purchaser is given the opportunity to and is requested to – preferably with expert assistance – put relevant questions directly to the Seller's supplier and to request the necessary information from this supplier; and
- (vi) The purchase amount has been set or accepted by the Seller's predecessor in title and supplier, and thus totally reflects what the parties consider is the correct value for the Goods.

On entering into the Agreement the Purchaser is offered the opportunity to take out special transport insurance. Requests for refunds for any defects in the Goods that are due to transport damage shall therefore be directed immediately to the transporter of the Goods and shall be made in accordance with the prescribed procedure for such transport. If the Purchaser does not make a claim as described above, he loses all rights to a refund for the defect/deficiency.

The Purchaser is aware of and accepts that he cannot make a claim against the Seller to any greater extent than a claim the Seller can make against his supplier/predecessor in title. Should there be a defect or deficiency as described above and a claim is made regarding this within the correct time, the Purchaser is aware that the only sanction he can exercise towards the Seller in such an event will be to demand the defect or deficiency be rectified if such a claim applies according to the agreement between the Seller and the supplier. In such cases the Purchaser shall bear the costs of transport to and from the place where the Goods can be repaired, including any insurance for this period.

8. PURCHASE AMOUNT AND COSTS

The purchase amount will be shown in the Agreement. The purchase amount is exclusive of value added tax (VAT) and exclusive of other costs. If the costs for the Seller increase compared with those agreed or assumed between the Parties on the date of the Agreement, the Seller can claim compensation for this. Typically such an increase will be a change in transport rates and a change in government taxes, duties and other such charges. Compensation cannot be claimed for increases that are less than 5%. Similarly, if the costs are reduced the Purchaser can claim this amount reimbursed by the Seller.

9. PAYMENT TERMS

On entering into the Agreement, i.e. prior to delivery, the Purchaser shall pay the entire purchase amount into the bank account according to details supplied by the Seller. On the delivery date the purchase amount will be transferred to the supplier after deductions have been made for the Seller's commission and to cover any possible outlay.

If accepted by the Seller, on entering into the Agreement the Purchaser can instead present a satisfactory guarantee for correct payment. The guarantee shall be made with no undue delay after the Agreement has been entered into and always at the latest before delivery. Unless otherwise agreed the guarantee is to be made as an ordinary guarantee from a bank, insurance company or other credit institution. The guarantee promise from the guarantor shall be directed to the Seller and shall not be limited by reservations such as the claim being undisputed before payment can be made, non-payment of the premium by the purchaser etc. The guarantee shall be accepted by the Seller.

Any claim by the Purchaser for defects or deficiencies does not exempt him from paying the purchase amount or presenting a guarantee.

The Purchaser does not have the right to offset the claim against other contracts if the claim is disputed. If the payment deadline is exceeded the Purchaser shall pay interest on overdue payments according to the Norwegian Act relating to Interest on overdue Payments, etc. in force at any given time.

10. IMPORT AND DUTIES

Unless otherwise agreed in writing, the Purchaser shall himself pay customs duty and shall take all the steps necessary to import the Goods if they are sent from a country other than Norway, as well as being responsible for all costs associated with this. The responsibility also applies to giving the relevant authorities the necessary information on the import and customs clearance of the Goods.

If, as part of the import process or customs clearance, the Goods must be put into interim storage, any costs in connection with this must be borne by the Purchaser.

11. SALES LIEN

If arrangements are agreed upon that deviate from those in item 9 above, the Seller has security in the delivered Goods until the purchase amount – including interest and expenses – is fully paid. The Purchaser is not entitled to mortgage the Goods until they have been paid in their entirety, including interest and expenses.

12. DELAYS

Should the Seller or the Purchaser find that they cannot keep to the agreed date for delivery or receipt of the Goods respectively, or should delays appear likely, he shall notify the other Party of this without undue delay at the same time as he indicates the date on which it may be possible to make the delivery.

On no account can the Purchaser terminate the Agreement if the Seller does not have right of termination vis-à-vis the supplier with whom the order is placed. The application of this provision is dependent on the Purchaser's attention being drawn in writing to where the order is placed.

13. PURCHASER'S PARTICIPATION

At each stage in the sales and delivery process the Purchaser shall assist with any form of information and shall provide information as required by the Seller or the supplier. The Purchaser shall also ensure receipt of the Goods at the agreed time, and if appropriate shall take care of interim storage if necessary.

14. CANCELLATION

The Purchaser has the right to cancel the Goods if the Seller can cancel vis-à-vis his supplier. If the Purchaser cancels the Goods, he shall pay all the expenses thus incurred as well as compensation for the Seller's lost earnings and other direct and documented losses the Seller may sustain.

15. SUPPLIER'S SALES CONDITIONS

Should conditions apply beyond or instead of these General Sales and Delivery Conditions, this shall be specifically agreed in writing.

16. DISPUTES

All offers of sale and this Agreement are based on Norwegian legislation and Norwegian law. In the event of legal action, the Seller's legal venue is decided by the Parties

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