



Oswo AS

GENERAL SALES AND DELIVERY CONDITIONS

KP: 6.36 Rev 3. Date: 06.08.14 Arild Henriksen

1. GENERAL
 - 1.1. These terms and conditions apply and form an integral part of all quotations, offers, acknowledgments and deliveries made by SELLER, unless explicitly agreed otherwise
 - 1.2. DEFINITIONS
SELLER: Oswo AS
BUYER: party that asks for quote, offer or places orders with SELLER
2. QUOTE, OFFER AND AGREEMENT
 - 2.1. These terms and conditions apply to any quote or offer from SELLER unless agreed otherwise in writing and is part of Agreement to deliver when BUYER confirms quote / offer or submit a Purchase Order
 - 2.2. SELLER is not bound by and has no liability or obligations from quotes or offers unless agreed otherwise in writing
 - 2.3. SELLER will always confirm BUYER's acceptance of offers or Purchase Orders submitted in the form of an Order Confirmation
3. PRICES
 - 3.1. All prices are quoted in the currency stated in the quotation, excluding any sales taxes, VAT, customs or other taxes
 - 3.2. Prices are given using INCOTERMS FCA Moloveien 3, Horten unless otherwise agreed
4. PAYMENT TERMS
 - 4.1. Payment terms are 30 days net from delivery, unless otherwise agreed. BUYER shall submit bank guarantee or other collateral on deliveries worth an equivalent of NOK 500.000,- or more, unless otherwise agreed.
 - 4.2. If deliveries of goods are done in several batches, goods delivered will be invoiced upon delivery
 - 4.3. Late payments are subject to 0,05 % interest per day
5. DELIVERY TERMS
 - 5.1. SELLER delivers according to INCOTERMS FCA Moloveien 3, Horten unless otherwise agreed
 - 5.2. Goods are delivered, packed and labelled according to SELLER's standard procedures, unless custom labelling, packing or other specifics are agreed in writing
 - 5.3. BUYER is responsible for informing SELLER about delivery address
 - 5.4. Shipment of goods will be done according to individual agreement with BUYER
 - 5.5. If SELLER pays for shipment, SELLER is entitled to choose shipper and shipping specifics
 - 5.6. If BUYER needs transportation insurance this will have to be specifically ordered at BUYER's charge
6. DELIVERY
 - 6.1. Delivery date will be according to SELLER's order confirmation or other contract / agreement
 - 6.2. In the event where delivery is subject to information submitted by BUYER and this information is not timely submitted, SELLER can reschedule delivery
7. VALIDITY
 - 7.1. Quotes and offers submitted by SELLER are valid for a period of 3 months from the date of submission, unless otherwise agreed
 - 7.2. Orders are binding for BUYER as soon as quote / offer is confirmed or Purchase Order is submitted and received by SELLER
 - 7.3. Orders are binding for SELLER upon SELLER's order confirmation
8. PACKING LIST
 - 8.1. Packing list will only cover one specific delivery and references according to Purchase Order will be included. Each specific line of the Packing List will correspond to the lines of the Purchase Order with reference to order number, item number, quantity and other specific references
9. DELAYS
 - 9.1. If SELLER is unable to deliver according to delivery date of the Order Confirmation, or as soon as delayed delivery seems probable, BUYER shall be informed without delay. SELLER will, if possible, inform BUYER about rescheduled delivery date
 - 9.2. If SELLER is not to blame for the delay, delivery date will be rescheduled to a reasonable later date
 - 9.3. If SELLER does not deliver within delivery date set forth in paragraph 9.2., and the delay is substantial, BUYER is entitled to cancel the order for goods not yet delivered. If BUYER wants to use this cancellation option, BUYER must inform SELLER as soon as possible
 - 9.4. BUYER cannot claim delays as grounds for any additional charges towards SELLER, such as cancellation fees, charge of additional cost or similar
10. TRANSFER OF RISK AND INSURANCE
 - 10.1. Risk is transferred to BUYER from the time and location where the shipment starts
 - 10.2. If SELLER has agreed to store the goods in warehouse, this will be done at SELLER's risk and charge. Risk is thus transferred to BUYER at the time and location where the goods are fully assembled / manufactured.
 - 10.3. BUYER is responsible for insurance of the goods during storing and shipment. SELLER will agree to administrate insurance upon BUYER's request and at BUYER's cost
11. FORCE MAJEURE – CANCELLATION
 - 11.1. In the event of workforce conflicts, strikes, lockout, breakdown of machinery, loss of power, fire, explosions, loss of water supply, flooding, problems with transportation, insufficient supplies of materials, damage to installations, mobilization, terrorism or war-like situations and SELLER is unable to deliver, or delivery is substantially more difficult, SELLER is without liability. BUYER and SELLER can each, partly or in full, cancel the order if the mentioned situations are deemed to be of a permanent nature. If the situations are temporary, the parties can claim delivery postponed
 - 11.2. If any of SELLER's suppliers cancel any delivery that will influence on SELLER's capability to deliver, SELLER is entitled to cancel deliveries towards BUYER
- 11.3. If either party wants to claim Force Majeure according to paragraph 11.1., the party must inform the other party without any delay
- 11.4. In the event that BUYER for any reason cancels or reduces quantity on a confirmed order, such cancellation or reduction takes no effect until SELLER has accepted the cancellation or reduction in writing. SELLER has the right to charge any costs incurred up to or due to the cancellation / reduction to the BUYER
12. PATENTS AND INTELLECTUAL PROPERTY
 - 12.1. When manufacturing products or goods according to drawings and specifications submitted by BUYER, BUYER guarantees that manufacturing does not violate any patents or intellectual property of any third party
13. COMPLIANCE WITH LAWS AND CODES
 - 13.1. SELLER shall comply with laws applicable to the manufacture and delivery of the products or goods. BUYER shall comply with laws and codes applicable for the use, operation, reselling and disposal of the products or goods
 - 13.2. BUYER agrees to comply, now and in the future, with laws and established codes on prevention of bribery, trafficking, violation of human rights and child labor
14. WARRANTY AND COMPLAINTS
 - 14.1. SELLER warrants that delivery will meet the requirements and specifications set forth in the Purchase Order or delivery contract. No further warranty is valid
 - 14.2. BUYER must as soon as possible, and without any delay, examine the products or goods delivered by SELLER. Any complaints that delivery is not according to order / contract / order confirmation must immediately be submitted to SELLER in writing
 - 14.3. If complaints lead to return of products or goods, SELLER will pay for return shipment costs only if SELLER's preferred shipper is used. Return shipments must be agreed and SELLER's return shipment number must be specified on the return shipment. Complaints that are considered unjust will not be credited and the products or goods are returned at BUYER'S risk and charge
 - 14.4. Damages caused by transportation must be noted on the shipping documents and reported to SELLER immediately when SELLER's shipper is used
 - 14.5. If delivery has faults SELLER has the right to and is obliged to correct the fault within reasonable time.
15. LIMITATIONS OF LIABILITY
 - 15.1. SELLER is not responsible for any damage or loss as a consequence of BUYER's use or resale of the products or goods. Furthermore, SELLER is not responsible for any other consequential cost, such as labor cost, liquidated or other damages, loss of income or other consequences, unless the faults of goods delivered are intentional or due to gross negligence. SELLER's liability according to this paragraph is under all circumstances limited to 1 year from delivery date and limited to the value of the cost of the goods delivered as invoiced by SELLER
16. GOVERNING LAW
 - 16.1. This agreement is governed by Norwegian law and legislation. All disputes arising from this agreement or concerning quotes, offers, contracts or Purchase Orders will be resolved by the courts in Nordre Vestfold Tingrett.