

## Sales conditions NORDIC by BEWI AS

### 1 General

These terms of sale regulate the relationship between you as a customer ("Customer"), and us, NORDIC by BEWI AS (org. No. 979574193) ("NbB").

The terms of sale complement the order and other agreements between the Customer and NbB and shall be considered part of the agreement between the parties. The customer is responsible for familiarizing himself with the terms of sale. If there is a conflict between the terms of sale and the Customer's special agreement with us, the special agreement shall take precedence.

### 2 Rights and obligations of the parties

#### 2.1 Responsibility for correct ordering

The customer is responsible for checking the order confirmation as soon as it is received from NbB. In the event of discrepancies between the Customer's order and order confirmation from NbB, discrepancies must be reported without undue delay and no later than within two working days from the Customer having received the order confirmation. NbB is not responsible for errors in delivery if the delivery corresponds to the order confirmation, and the Customer has not reported any errors within the deadlines mentioned above.

In other respects, the Customer bears the risk that the item (s) are in accordance with the Customer's intended use.

#### 2.2 Binding order

The order is binding to the Customer when it has arrived at NbB. Ev. changes in the order, incl. quantity, type, and eventual other customer-specific order items, returns, etc. can only be done by special agreement.

#### 2.3 NbBs duties

NbB shall deliver ordered products on time and free of defects.

NbB shall make the necessary drawings and descriptions as well as any statutory documentation regarding the products available to the Customer.

The customer provides training for his own employees where the products make special training necessary.

NbB reserves the right to deliver +/- 10% of the order quantity.

#### 2.4 Flaws or defects

Whether there is a defect in the product for which NbB is responsible is decided in accordance with general legal contract, including the Purchase Act (of 13 May 1988 no. 27).

#### 2.5 Ordering via agent

NbB must approve all orders via an agent and is free to reject orders.

### 3 Prices and terms of delivery

#### 3.1 Transition of risk – delivery conditions

Delivery takes place when the products are made available to the Customer, cf. Incoterms 2020.

The risk for ordered products is passed on to the Customer at the time NbB makes the product available to the Customer, cf. Incoterms 2020.

For transition of risk and delivery EXW (Incoterms 2020) shall apply.

#### 3.2 Prices and payment

The products are delivered in accordance with NbB's current price list. All prices are stated excl. VAT.

##### 3.2.1 Default of payment

Delivered products are due for payment after 20 days unless other payment terms have been agreed upon. In the event of non-payment, the Supplier may demand cash payment for later deliveries.

##### 3.2.2 Delayed payment

Delayed payment is subject to a reminder fee, collection fees and legal costs, as well as default interest in accordance with the Act on interest in the event of late payment, etc., and hence the applicable default interest rate at any time.

### **3.2.3 Small order surcharge**

For orders below the minimum amount, the Customer may be charged a small order surcharge in accordance with NbB's current rates.

### **3.3 Inspection and complaint**

The Customer shall without undue delay inspect the products upon receipt.

The customer must complain within reasonable time and no later than two weeks after receipt of the products if he wishes to make applicable claims against NbB because of deficiencies.

The complaint must be submitted in writing and contain a short description of what constitutes a defect.

For defects that only become apparent later, the Customer must submit a written complaint without undue delay.

The customer loses any right to claim a defect if a complaint is made later than six months from the product delivery.

#### **3.3.1 Withholding of purchase price**

The buyer cannot withhold any part of the purchase price due to delay or defects in the products/delivery.

### **3.4 Liability for defective products – limitation of liability**

NbB's liability for defects is limited to redelivery, price reductions and rectification.

Defects do not give the right to cancellation or compensation.

Delay does not give the right to cancellation or compensation if NbB delivers within a reasonable time after agreed delivery.

NbB is not responsible for delays or defects due to NbB's subcontractor conditions.

Total responsibility, incl. an eventual compensation, is in any case limited to direct loss, and the liability is upwards limited to the purchase price for the delayed/defective part of the delivery.

NbB has no liability in the event of force majeure.

### **4 Sales mortgage**

Pursuant to the Mortgage Act of 08.02.1980 no. 2 §§ 3- 14 to 3-22, NbB stipulates a sales mortgage on the products delivered. The sales mortgage of delivered goods is also stated in the order confirmation/invoice.

### **5 Insurance**

The parties are each responsible for adequate insurance as long as the risk for the products lies with the party.

If it is agreed that NbB will deliver Ex Works, with advance shipping, NbB may, by further agreement, cover insurance for the products. In such case, the insurance is considered as described in this section 5, second paragraph, to apply until the products have been delivered on agreed place of delivery and is thus made available to the Buyer.

### **6 Personal information**

The person responsible for processing collected personal data is NbB. Unless the Customer agrees to something else, NbB may, in accordance with the Personal Data Act, only collect and store the personal data that is necessary for NbB to be able to carry out the agreed obligations. The Customer's personal information will only be disclosed to others if it is necessary for the seller to implement the agreement with the Customer, or in statutory cases.

### **7 Communication**

When written notice is required in accordance with a provision in the Agreement, a notice per e-mail is regarded as a written notice if the party sends the e-mail to the most recent e-mail address used by the other party in the communication between the parties or in the case of a new e-mail address provided by the other party.

### **8 Disputes**

Any disputes should be resolved amicably. If the parties fail to reach an amicable solution, the Sør-Trøndelag District Court shall be the venue if a case is brought before the ordinary courts.