

General terms of sale BEWI Norway AS

valid as of 11 August 2022



1. Applicability and use

These general terms of sale regulate the relationship between the customer (the "Customer") and BEWI Norway AS and its subsidiaries ("BEWI"). These general terms of sale supplement the purchase order and any other agreements between the Customer and BEWI and shall be considered part of the agreement between the parties. The customer is responsible for familiarizing himself with the general terms of sale. If there is a conflict between the general terms of sale and other separate agreement between the parties, the separate agreement shall take precedence.

2. The parties' rights and obligations

2.1 Responsibility for correct order

Upon receiving the order confirmation from BEWI, the Customer shall review and satisfy himself that the order confirmation is correct and corresponds to the Customer's order. Any deviation between the order confirmation and the order must be notified to BEWI without undue delay and at the latest within two days from receiving the order confirmation. BEWI is without any responsibility if the delivery from BEWI is in conformity with the order confirmation. Unless otherwise expressly agreed in writing, the Customer bears all risk that the delivery from BEWI is suitable for the Customer's intended purpose with the purchase.

2.2 Binding order

The Customer's orders are binding for the Customer when the order is received by BEWI. Any changes in the order, e.g. quantity, quality, other Customer specific instructions and/or returns etc. may only be made after written agreement with and acceptance by BEWI.

Unless otherwise expressly agreed, the Customer shall himself provide any necessary training if any.

BEWI reserves the right to vary the delivered quantity with +/- 10 % of the ordered quantity.

2.3 Defects

The delivered products have a defect if they are not in accordance with what is agreed between the parties.

3. Prices and delivery conditions

3.1 Transfer of risk – delivery conditions

Unless otherwise expressly agreed, delivery is made EXW (Incoterms 2022), i.e. when the products are made available for the Customer at the agreed place. The risk of the products is transferred to the Customer when the products are placed at the Customer's disposal.

3.2 Prices and payment

The price of the products shall be in accordance with BEWI's pricelist in force at the time of delivery. All prices are stated excl. VAT.

3.2.1 Late payment

Unless otherwise agreed, delivered products are payable within 20 days of delivery. Applicable interest in accordance with the Norwegian law on interest on late payments will accrue from the due date. Any reminder, legal and collection fees will be added to the invoice. In case of late payments BEWI reserves the right to demand payment upfront for future deliveries.

3.2.2 BEWI's obligations

BEWI shall deliver the ordered products at the agreed time and without defects. BEWI shall upon request deliver necessary documentation and drawings for the products, including any documentation required by law.

3.2.3 Fee on small orders

In case of orders below the applicable minimum order, a small order fee will be added to the invoice for the products.

3.3 Examination and notification of defects

Upon receiving the products the Customer shall without undue delay examine the products (reception control). Any defects must be notified

to BEWI without undue delay, and within two days of receiving the products. Any notification of defects must be in writing and shall be accompanied with pictures of the alleged defects and a short description. Any defects that are not possible to detect in the reception control, must be notified to BEWI as soon as possible after they are detected or should have been detected. BEWI is not responsible for defects notified later than 6 months from delivery.

3.3.1 Withholding of payment

The Customer may not withhold any part of the payment for the products due to delay or defects.

3.4 Liability for defects – limitation of liability

BEWI's liability for defects is limited in BEWI's sole discretion to redelivery, price reduction or rectification. Defects do not give the Customer a right to termination or to make claims for monetary damages.

Delays do not give the Customer a right to terminate or to make claims for monetary damages, provided that BEWI deliver the products within reasonable time after the agreed delivery date. After a reasonable time after the agreed delivery date, the Customer can make a claim for liquidated damages, limited to 0,1 % of the purchase price for the delayed products per working day of delay, limited to a maximum of 10 % of the purchase price for the delayed products. BEWI is not responsible for delay due to BEWI's sub-suppliers or delay due to force majeure.

BEWI's responsibility is limited to the Customer's direct cost and loss due to the delay and/or defects, and in any event limited to the value of the delayed and/or defective products.

4. Liens

Following the Norwegian law on liens of 8 February 1980 no. 2, clause 3-14 to 3-22 BEWI claims security in the delivered products for the unpaid purchase price. BEWI's claim for security in the products is also stated on the invoice.

5. Insurance

The parties shall each insure their interests and shall ensure that they have sufficient insurance with the products are in their custody. If it is agreed that BEWI shall order and pay the transport in advance, it can be agreed that BEWI also shall provide and pay in advance the transport insurance.

6. Data protection

BEWI will only collect and process personal information strictly necessary for fulfilling its contractual obligations with the Customer. Personal information collected and/or stored will only be disclosed to third-parties if this is strictly necessary for fulfilling BEWI's contractual obligations or where such disclosure is necessary to fulfill a legal obligation.

7. Communication

If the agreement between the parties prescribes communication in writing, then communication by email shall be regarded as written communication provided that the email is sent to an email address used by the other party for communication previously or an email address notified by the other party.

8. Disputes

Any disputes shall be sought to be resolved amicably through negotiations. Any disputes that cannot be solved amicably, shall be referred to Trøndelag District Court (Nw: Trøndelag tingrett) in Trondheim.

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