



## General Terms and Conditions of sale

(Revised: June 2021)

The following sales and delivery terms apply to all sales and deliveries from ARMATEC AS. (hereinafter referred to as AT), unless otherwise agreed in writing between ARMATEC AS and the customer

### 1. General provisions

These delivery terms are based upon NL09.

### 2. Offers

Offers are only binding within the specified time limit. Unless otherwise stated, the offer is only valid for 30 days from the offer date.

### 3. Prices

All prices are stated FCA Armatec AS, exclusive VAT and other taxes, unless otherwise agreed. If the order includes assembly and testing, this is done at the expense, unless otherwise agreed.

### 4. Delivery / Risk

Delivery includes only the material, equipment and work that is specified in the order confirmation, to the promised delivery date. AT has no responsibility if any delay is due to circumstances the buyer is responsible for, or force majeure. If Buyer is unable to accept delivery on time, Buyer must reimburse AT's additional costs and settle in accordance with the Agreement as if delivery had taken place.

When the risk of the goods has passed to the buyer, his obligation to pay the purchase price is not voided by the fact that the item after that is either lost or damaged as a result caused by the seller. The risk goes to the buyer when the item is delivered.

Goods that the seller must ship to the buyer are considered delivered when the goods have been delivered at the buyer's stated delivery address, at the time specified in the agreement between the parties.

For delivery of goods directly from the factory, the goods are considered to have been contractually delivered and the risk passed to the buyer when the item(s) of sale is completed for shipment from the factory.

Delivery is considered delayed by the seller, if delivery takes place in a manner other than what has been agreed, and this is due to the seller's circumstances.

If delivery is delayed, and this is not due to circumstances on the part of the seller, risk still passes to the buyer. This also

applies in cases where the seller offers storage on the seller's property or at another agreed location.

The "desired delivery" time can be stated in order confirmation, but only reflects the customer's desired delivery, not binding beyond that. "Promised Delivery Time" is contractual delivery time. Further delivery to buyer's premises will be invoice at at Cost + 15%.

### 5. Transport / insurance

Deliveries generally apply in accordance with NL 09, if not stated otherwise within this document. If other delivery terms are required than FCA Armatec AS, the goods are to be shipped at buyers expense and insurance. If this additional transport is arranged by Armatec AS, this will be invoiced at cost + 15%.

### 6. Payment Terms

In general, net per. 60 days. In case of late payment, a default interest is calculated according to. Delay Interest Act §2. The goods delivered remain AT's property until full payment is available.

### 7. Sales lien

The seller reserves the right to lien in the delivered item until the purchase price, interest and costs have been paid in full.

### 8. Liability, warranty and damages

If there is a basis for claims against us, our liability is limited to errors and defects in the delivered items. We are therefore not responsible for any losses that may have been caused directly or indirectly by the delivered items. Thus, the claim for damages cannot exceed the cost of delivery.

Upon receipt of the goods, the buyer must examine the delivery carefully, and give written notice without undue delay to AT if deficiencies are detected. For orders that also include mounting and testing, a takeover record must be kept, where any deficiencies should be introduced. If a complaint is not made without undue delay, the buyer loses the right to make a claim.



Supplier is only responsible for defects caused by defects in construction, material or work for 1 - one year - from the delivery date, unless otherwise agreed. For orders without assembly, invoice date is considered delivery date. For orders with assembly and testing, the date of handover is counted as the delivery date.

In the event of any errors or omissions, AT has the right to make improvements at his own expense and risk. If the customer makes improvements, AT must approve costs and methods in advance.

Defective components that are subject to normal wear or incorrect use are not covered by the warranty. The complaint does not cover refrigerants, oils, working hours, travel costs and any transport back to Armatec's premises for evaluation or inspection.

Complaints do not apply if the specified parameters are not followed, and the user and maintenance instructions are not followed. When complaining, it must be documented that service intervals performed by authorized personnel.

#### **9. Buyer's own General terms of purchase**

If the buyer has his own purchasing conditions that deviate from AT's terms, AT's terms will prevail - unless AT has accepted the buyer's terms in writing or otherwise stated in AT's offer to the buyer.

#### **10. Return**

Standard products that are stocked at Armatec can be returned in agreement with AT. Return costs are 25% of the net order value, minimum NOK 1 000, -. Returns require the product to be returned free of charge in unopened packaging. Returns are always at the customer's expense and risk, and at the address AT determines.

Ordered goods / Non-stocked goods cannot be returned unless approved by AT, and then with 70% return costs of net order value.

#### **11. Cancellation / cancellation of orders.**

Orders can only be canceled by agreement with Armatec AS up to one week after the order date, and then at a fee of 10% of the order value \*, minimum NOK 1000, -. In addition, the following applies:

- 30% of order value \* up to 60% of promised delivery time FCA Armatec AS.
- 100% of order value \* over 60% of promised delivery time FCA Armatec AS

\* Note: Minimum Kr 1 000, -

#### **12. Force Majeure**

Armatec AS is not responsible for breach of contract due to force majeure. By this is meant any obstacle to delivery that is not in the seller's power by reasonable means to avoid. If force majeure occurs, the delivery time is extended by the time the delivery obstacle lasts. At longer durations, the agreement may be terminated in whole or in part by a party demonstrating that it would have unreasonable effect if the party was still bound.

#### **13. Repair where there is no defect**

If investigations reveal errors that are not damages or missing parts, Armatec AS can, on order, repair these at the Customer's expense. The customer can request an estimate of the repair costs. Repair prices are stated without value added tax and may be subject to regulation. Final cost of repair is stated on completion of work. Survey costs are charged to the customer even if the repair order is canceled.