

**ELPRO GROUP**  
**GENERAL TERMS AND CONDITIONS FOR SALE OF GOODS AND SERVICES**  
**05.10.2020**

**1. FIELD OF APPLICATION**

The following General Terms shall apply for all orders issued by Purchaser to Elpro Solutions AS, Elpro Electro AS, Elpro Installasjon AS and all other subsidiaries of Elpro Group AS at any time unless otherwise specifically agreed. The General Terms shall also apply for future business transactions conducted between the Supplier and the Purchaser, even if they are not referred to or enclosed in the individual future case(s).

**2. DEFINITIONS**

"Consequential Loss" means all consequential and indirect loss under Norwegian law, as well as loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit, in each case whether direct or indirect, and whether or not foreseeable at the effective date of the Purchase Order.

"General Terms" means these general terms and conditions for sale forming an integral part of the Purchase Order to which it relates.

"Goods" means materials, equipment, documentation and other goods to be delivered by the Supplier to the Purchaser pursuant to a Purchase Order.

"Price" means the total price of a Purchase Order, as originally set out or later amended.

"Purchaser" means the legal entity purchasing Goods and Services from the Supplier pursuant to a Purchase Order.

"Purchaser Group" means the Purchaser and any companies directly or indirectly controlled by the Purchaser at any time, Purchaser's other contractors and their subcontractors and the employees and directors of the aforementioned companies and others whose services are used by the Purchaser.

"Purchase Order" means any order issued by the Purchaser for Goods or Services to be delivered by the Supplier to the Purchaser.

"Services" means services to be provided by the Supplier to the Purchaser pursuant to a Purchase Order.

"Supplier" means Elpro Solutions AS, Elpro Electro AS, Elpro Installasjon AS and all other subsidiaries of Elpro Group AS at any time.

"Supplier Group" means the Supplier and any companies directly or indirectly controlled by the Supplier at any time, Supplier's contractors and their subcontractors and the employees and directors of the aforementioned companies and others whose services are used by the Supplier.

### **3. OFFER, ORDER AND ORDER CONFIRMATION**

All offers and cost estimates of the Supplier shall be free of charge and without obligation for the Purchaser.

Purchase Orders shall be issued by the Purchaser.

The Supplier shall confirm the Purchase Order within 8 business days as of receipt. Attached to the said order confirmation the General Terms shall follow, or a reference shall be made therein to where the General Terms may be found.

If an order confirmation should diverge from the contents of the preceding Purchase Order from the Purchaser, or if the Supplier fails to confirm the Purchase Order in accordance with the preceding paragraph, then the Purchaser shall be bound and committed only if the Purchaser agrees to the deviation or the delayed confirmation in writing or by its conclusive actions.

### **4. DELIVERY AND TRANSPORTATION**

Unless otherwise set forth in the relevant Purchase Order, delivery of Goods shall be EXW, Ex Works (in accordance with INCOTERMS 2020) (or any order substituting them)

The Goods shall be packed and marked in accordance with the requirements in the Purchase Order.

Unless otherwise set forth in the relevant Purchase Order, Purchaser covers all transportation costs necessary for the delivery of the Services.

### **5. VARIATIONS**

The Purchaser has the right to order variations in quality, quantity or time of delivery of the Goods and Services, provided that such variations do not exceed what the parties could reasonably expect when the Purchase Order was executed by the Purchaser.

Variations shall be requested by the Purchaser in writing. The Supplier shall within 10 business days by written notice confirm any effects on the Price, time of delivery and technical specifications. All adjustments in the Price shall correspond with the pricing method and principles applied for the rest of the Purchase Order.

The final variation shall be approved by the Purchaser in writing.

**6. TERMS OF PAYMENT**

Unless otherwise specifically set out in the Purchase Order, the Purchaser shall pay all invoices within 30 days after receipt of correct invoice, provided that all of the Supplier's obligations according to the Purchase Order are fulfilled. The Purchaser has the right to withhold any disputed amounts, provided, however, that the Purchaser shall pay any undisputed amount of a partly disputed invoice.

The Supplier is entitled to interest on overdue payments calculated in accordance with the applicable rate pursuant to the Norwegian act regarding interest on overdue payments, (act no. 100/1976).

All prices are exclusive of value added taxes (VAT) unless otherwise specified in the Purchase Order.

**7. DEFECTS AND GUARANTEES**

The Supplier guarantees, for a period of 12 months following the date when the Goods and Services are delivered to the Purchaser, that the Goods and Services conform to the specifications in the Purchase Order and that the Goods and Services are free of fault in Supplier's delivery of material, workmanship, design and function.

The Purchaser shall examine the Goods and Services upon delivery. If any defects are found, the Purchaser shall notify the Supplier thereof in writing immediately thereafter.

If the Goods or Services are found to be defective during the guarantee period, the Supplier shall within reasonable time remedy the defects at Supplier's site. The Supplier may alternatively choose to make a new and substituting delivery of any Goods, and/or to perform the rectification at Purchaser's site.

Any replaced/repaired/redelivered parts of the Goods or Services shall be guaranteed by the Supplier for a renewed period with the same duration as the original guarantee.

The Supplier's total cumulative liability for defects and warranties shall in no event exceed a value of 15 % of the Price.

The rights and remedies set out in Section 7 and 9 represent the sole remedies available to the Purchaser in the events of defects to the Goods and the Services.

**8. TERMINATION DUE TO DEFAULT BY THE SUPPLIER**

The Purchaser has the right to terminate the Purchase Order with immediate effect by giving written notice to the Supplier, if (i) the Supplier becomes insolvent and (ii) the Supplier is in material breach of its obligations hereunder.

**9. INTELLECTUAL PROPERTY RIGHTS**

Drawings, specifications, data-discs and other information or documentation provided by the Supplier to the Purchaser shall remain the property of the Supplier and shall not be disclosed to any third party without the Supplier's prior written approval.

**10. FORCE MAJEURE**

Neither of the parties shall be considered to be in default in performance of its obligations under the Purchase Order to the extent such performance has been prevented by an event which is considered as a qualified force majeure event under general principles of Norwegian contract law.

**11. INDEMNITY AND LIABILITY**

The parties shall mutually indemnify and hold each other harmless from and against all loss or damage to their respective property and injury to or death of their respective personnel that may arise in connection with the Purchase Order. This shall apply irrespective of how the loss or damage is caused.

The Supplier shall not in any event be liable for any Consequential Loss of the Purchaser Group, and the Purchaser shall not in any event be liable for any Consequential Loss of the Supplier Group.

Notwithstanding any provision in these General Terms or the Purchase Order, the Supplier's cumulative and maximum aggregate liability to the Purchaser arising out of or relating to or in connection with any of the supply of Goods or Services, whether so arising by virtue of termination, breach of contract, negligence, strict liability or otherwise at law, shall be limited to an amount equivalent to 25 % of the relevant Price. The Purchaser shall be responsible for, and undertakes to save, defend, indemnify and hold harmless Supplier Group from and against all claims to the extent to which they shall exceed the said maximum aggregate liability cap.

**12. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

All of the Supplier's professional secrets and all other descriptions, procedures, models, etc, which the Purchaser has received from the Supplier in connection with the delivery of Goods or Services are Supplier's property and shall be regarded as confidential information. Such information must not be duplicated or used for other purposes than the performance of the delivery. The Purchaser is liable for any losses suffered by the Supplier as a consequence of breach of this Section 13.

Neither party may disclose information about the signing, termination or content of contracts between the parties without the prior written consent from the other party.

**13. GOVERNING LAW AND DISPUTES**

The Purchase Order shall be governed by and construed in accordance with the laws of Norway.

Any disputes that may arise from the Purchase Order shall be subject to the exclusive jurisdiction of the Norwegian courts with Sør-Trøndelag District Court as agreed venue.

*These General Terms will always be available at the Supplier's internet home page – whereto a reference will also be made in the order confirmation.*