

General sales and delivery conditions**1 Introduction**

These Sales and Delivery Terms shall apply unless otherwise agreed in writing by the parties. The Sales and Delivery Terms shall apply to all agreements regarding sale of goods and services which the buyer has concluded with CERTEX A/S (hereinafter jointly referred to as "the seller"). Delivery of goods and services agreed in writing is referred to as order. Offer sent from the seller is valid for 30 days from the date if not otherwise is agreed.

2 Product information

Product information in catalogues, pricelists, advertisements or the like shall only be binding on the seller if reference is made thereto in the offer or the acceptance/order confirmation. Individual requirements and conditions on the part of the buyer shall solely be binding on the seller if accepted in writing by the seller.

All drawings and other technical documents regarding the product which is handed over to the buyer before or after the conclusion of the agreement shall remain the seller's property and shall not be redistributed or misused in any other manner. Seller is not entitled to the provision of technical documents relating to manufacturing processes or spare parts. If testing of products is agreed before delivery, seller reserves the right to do the test in its own premises unless otherwise agreed in writing.

3 Prices

Invoicing will take place at the prices valid on the date of delivery. In case of changes regarding salaries, raw materials, exchange rates, customs rates, freight, insurance premiums, etc. increasing the seller's costs, the seller reserves the right to make similar changes in the order prices. This shall also apply in case of successive deliveries where such changes as mentioned above should be made during the delivery period. If exchange rates change more than +- 5% relative to the offered price, the seller will adjust prices to that exceed +- 5%. If the buyer fails to pay the invoice amount inclusive of taxes later than the due date, the purchaser will be charged interest for the current percentage rate according to the Default Interest Act (Morarenteloven)

4 Terms of delivery

Unless otherwise agreed, the standard delivery is Ex Works. Delivery is considered as complete when the goods are sent from the seller, or the message is sent to the buyer that the goods are ready for collection within the date stated on seller's order confirmation. In those cases, the buyer chooses to collect the goods directly from one of our branches, and goods are not collected within 14 days from the date the purchaser received information that the goods are ready for collection and there is no other written agreement, goods will be sent to buyer's address at the buyer's expense. These shipping costs will come to addition to the order value as already agreed.

5 Defects

If it is agreed defects in the goods delivered by the seller, the seller shall without any delay after he was made aware of the defect, rectify the defect, or if the seller recommends it, replace the goods as quickly as possible, without cost to the buyer. Buyer can not cancel an approved order or demand price reductions as long as the seller timely rectify the defect or replace the goods. If the seller has not rectified the defect or replaced the goods within three months from the seller was informed about the defect, the buyer reserves the right to cancel the order if the defect is substantial. If the goods are assembled together with other equipment, the seller is not responsible for the cost of replacing the item that has defect. Buyer's right to claim defect of goods elapses if the product is modified, susceptible to external influences not intended for, incorrect or irresponsible use, overuse or if regulations and user instructions are not followed. This also applies to inspection/approval of the product according to the valid requirements. Seller is not responsible for defects arising outside the seller's control.

6 Complaints

Complaints on goods that are delivered to the purchaser, must be submitted in writing to the seller within 8 days of receipt of goods or within 3 months after delivery of the goods. Seller is not responsible for errors that occur outside the seller's control.

7 Reservation of ownership

The seller will retain ownership of the goods sold until all payments, incl. default interest, have been made. If several goods are sold under the same agreement, the reservation of ownership shall apply until the purchase price for all goods have been paid.

8 Return goods

Return of goods must be agreed in writing between the seller and buyer before the goods are sent to the seller.

Only items that are not used or damaged, or otherwise reduce the quality of the product that can be returned.

By accepted return of goods, 80% of product value will be credited to the buyer.

Goods produced or purchased based on special order from the buyer, will not be returned.

9 Liability for damage caused by the goods (Product Liability)

The seller is not liable for personal injury unless it is proved that the injury was caused by serious mistake or gross negligence on the part of the seller or others for whom the seller is responsible.

Seller is under no circumstances liable for consequential damages, losses at operating stops or other indirect costs.

If it is a claimed raised by third parties against the seller or buyer, both parties shall mutually inform each other about the claim matter without delay.

Both buyer and seller have a mutual obligation to be present in court or compulsory arbitration if replacement lawsuits are levied against one of the parties.

10 Compensation

In the event that the seller, irrespective of the above, incurs liability in damages to the buyer, the claim shall not, at any time, exceed the value of the product delivered. The seller shall neither be held liable for operating loss, loss of profit or other indirect loss.

11 Validity

If one or more of the points in these sale and delivery conditions cannot be accepted due to national laws or other serious reasons, the seller shall be notified of this in writing. If agreed with the seller that some points may not be followed, all the other points in these conditions shall apply as normal.

12 Force Majeure

In case the delivery is hindered or considerably impeded as a consequence of war, war-like situations, disturbances, directions or actions from authorities or governments, incl. import or export restrictions, strikes, lockouts, breakdown of machinery, accidents during testing or transport, extensive fire damage, lack of supply of raw materials or other circumstances beyond the seller's control, the time of delivery shall be postponed for the duration of said incidents.

In such event the buyer shall not be entitled to terminate or cancel the order, and the seller shall not be held liable for any delay of delivery arising as a result of the above circumstances.

13 Venue

This agreement is based on Norwegian Law or other institutions instructions. In the event of discrepancies between buyer and seller can not be resolved without trial or other public judiciary, the seller reserves the right to choose which area lawsuit/dispute shall be held.

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