

Standard terms and conditions for the sale of goods

1 General

1.1

These standard delivery terms apply to all assignments where Obsima Technology AS is the supplier. Customer is deemed to have accepted these standard delivery terms upon acceptance, provided that the customer has been informed of the terms of the offer, by order confirmation, by price list or by other means. The order is first binding on the supplier when it is confirmed in writing by the supplier upon order confirmation.

1.2

Offers from the supplier are valid for 30 days, unless otherwise stated in the offer.

1.3

Binding agreement when the supplier has confirmed the customer's order or has accepted the received order. Cancellations can only be made after written agreement with the supplier in the individual case and assumes that the subcontractor approves the cancellation.

1.4

Any deviating terms are invalid for the delivery unless the supplier and the principal have approved them in writing.

2 Drawing documents and documentation

2.1

The parties retain all rights to their own records and obtain the right of use for documentation that is part of the delivery, whether applicable to the property of the other or third parties.

3 Delivery, delivery time and consequence of delays

3.1

Delivery is deemed to occur and the risk transferred to the customer when the materials are loaded on the customer's means of transport or, if the supplier is responsible for the transport, when the materials are in the reception area, not unloaded. However, if transport is to be carried out by the supplier, the customer is responsible for transporting unhindered and safe from public road or port area and to the place of delivery. If delivery can not be made due to circumstances as mentioned above, delivery will nevertheless be deemed to have happened.

3.2

The provision in clause 3.1 applies even if the supplier shall do other work with the material.

3.3

If a delivery occurs later than the agreed delivery date, there is a delay. The supplier shall notify the buyer of delay as soon as possible and, if possible, specify when the supplier expects to be able to complete the delivery. In case of continuous delivery, the supplier reserves the reservation for minor deviations from delivery date in agreed delivery schedule.

3.4

If the delay is due to circumstances beyond the supplier's control, including delays or cancellations from subcontractors, the delivery time must be displaced for as long as the barrier exists. Conditions beyond the control of the supplier include: labour disputes, traffic congestion, fuel or material failure, power failure, unexpected equipment and machinery failure, and all circumstances considered force majeure.

3.5

In the event of significant delay within the supplier's control, the customer is entitled to terminate the agreement and / or claim compensation for its direct and accountable loss as a consequence of the delay. In that case, he must immediately inform the supplier of his claim. Elevation cannot occur after the customer has accepted delivery. The supplier's liability is limited to the value of the delivery and does not include indirect losses, including but not limited to losses due to operating interruptions, loss of service, loss of profits or losses as a result of the customer being paid daily or compensation to the co-contractor.

3.6

Section 3.3 - 3.5 provides an exhaustive regulation of customer claims against the supplier as a result of delay.

4 Guarantees, deficiencies and consequences of defects

4.1

The material must be delivered with the standard and quality specified in the offer. The warranty period is calculated from our shipping date and is subject to our supplier's warranty terms.

4.2

Information provided by the supplier in technical publications, brochures, advertisements, etc. are for guidance only unless they are part of the order or order confirmation. Information given in order overrides information in offers.

4.3

Upon receipt of the material, the customer shall examine whether the material is in accordance with the agreement between the parties.

4.4

There is a shortcoming if the material does not meet the requirements of the nature, amount, quality and other characteristics of the agreement, and this is due to circumstances that the supplier is responsible for.

4.5

Any defects in the delivery that the buyer will claim and which is discovered at delivery must be notified to the supplier immediately.

Any defects that the customer will claim later and not discovered on delivery must be documented and advertised to the supplier without undue delay and no later than 10 days after the customer has received the material. The complaint must be in writing and state what kind of defect it is.

4.6

When delay or deficiency could or should be discovered at the time of delivery or complaint after the aforementioned billing deadlines, the customer loses his right to make applicable claims against the supplier later, Ref. 4.5.

4.7

Returned material must be enclosed with a copy of the invoice or order confirmation, return number (RMA number) and the name of the supplier's contact person who has approved the return (issued RMA number). Return occurs at buyer's expense and risk. When the supplier approves the defect, the supplier will be responsible for returning to the customer.

4.8

Clause 4.7 also applies to warranty cases.

4.9

In case of defect, the supplier may make corrective or supplementary delivery. If rectification or additional delivery is made within a reasonable time, the customer cannot claim compensation or cancel the agreement. The supplier may also choose to award a price if the defect is less important for the use the customer is required to make of the material or if the supplier's costs or disadvantages of rectification or supplementary delivery are not in reasonable proportion to what the customer achieves. If the supplier does not make a refund or gives a discount within a reasonable period of time, the customer may request a price reduction and / or compensation for his direct loss. The supplier's liability does not include indirect losses, including but not limited to losses due to operating interruptions, loss of service, loss of profits or losses as a result of the customer having to pay a daily allowance or compensation to a co-contractor. The supplier's liability is limited to the value of the delivery.

4.10

The customer cannot make other claims against the supplier as a result of any material defects. The Contractor is not liable for indirect loss or consequential damages that may arise for the Customer or any other person, nor is it responsible for product liability.

4.11

Claims related to any defects do not entitle the customer to hold back the payment.

5 Price and payment terms

5.1

The agreed price is EUR exclusive of VAT, EXW (Gjerdrum, Norway).

5.2

Unless otherwise agreed in writing between the parties, the goods are delivered unmodified.

5.3

If the price is not agreed in advance, it is determined by the supplier's offer or its current price list. Reservations are made for adjustments to the price list without prior notice.

5.4

The supplier has the right to regulate the agreed price when the price of one or more input factors to be used for the production of the delivery is increased significantly compared to the price at the time of the agreement. However, the price cannot be increased more than the input factor/factors. Similarly, the Supplier has the right to adjust prices if the currency used for calculating the price of the item changes by more than 2%.

5.5

The purchase price is due 14 days after the invoice date, or in accordance with the attached offer. The supplier may require that the purchase price be paid in advance. In case of late payment, the buyer will pay the late payment according to Norwegian law, Act of 17 December 1976 No. 100.

5.6

Any defects related to the invoice must be documented and advertised in writing to the supplier within 14 days of receipt of the invoice. Complaint after the said deadline results in the customer losing his right to object to the invoice.

5.7

As security for the invoiced amount, interest and costs, the supplier has lien in the material until payment is received.

5.8

Prior to delivery, deliveries may require bank guarantees or other equivalent collateral for the fulfilment of their contractual obligations.

5.9

If changes are made to public taxes, taxes, environmental fees or other similar changes in the period between the date of the agreement and the payment date, the supplier has the right to correct for the change. Such changes do not entitle anyone to cancel the agreement.

6 Confidentiality

6.1

Any information that a party has received from the other party in connection with the agreement / order shall be treated confidentially. The parties are liable for any loss that the other party may be incurred as a result of breach of this obligation.

6.2

The parties shall, upon request, sign a Confidentiality Statement if the other Party so requests.

7 Law and Disputes

7.1

Any dispute between the parties shall be sought solely by negotiation. If this does not arise, the dispute shall be settled by ordinary trial.

7.2

The parties agrees for Øvre Romerike District Court in Norway as the legal venue for any litigation that may arise from the agreement.