

GENERAL DELIVERY TERMS.

Application.

1. These general delivery terms enter into effect if the parties have agreed to them in writing or in some other way.

Product information.

2. All statements and data specified in the seller's production information and price lists are binding only insofar as the agreement makes specific reference to them.

Drawings and descriptions.

3. All drawings and technical documents on the equipment or its manufacture, that have been handed over from one party to the other before or after entering into the agreement, remain the property of the party that handed them over. Received drawings, technical documentation or other technical information may not without the other party's approval be used for purposes other than installation, start-up, operation and maintenance of the equipment. The recipient of said documents may not copy, reproduce or deliver them to a third party or provide the latter information contained in said documents, without the approval of the other party.
4. When the period indicated in Section 16 begins, the seller shall at the buyer's demand place gratuitously at buyer's disposal an agreed number of copies or at least one copy of documents and drawings that are sufficient for the buyer to assemble, start up, operate and maintain (including successive repair) all parts of the equipment. The exception, however, is documents and drawings concerning the manufacture of the equipment or spare parts.

Delivery.

5. Agreed delivery clauses shall be interpreted according to INCOTERMS upon entering into the agreement. If no said delivery clause has been expressly agreed, the delivery shall be considered made ex works.

Delivery time. Delay.

6. If, instead of a specified delivery date, the parties have indicated a period within which to make the delivery, said period will run from the date of entering into the contract.
7. If the seller finds he is unable to meet the agreed delivery deadline, or if a delay on his part is likely, he must without undue delay notify the buyer thereof in writing, stating the cause of the delay and, if possible, the date one can expect the delivery made.
8. If the delivery is delayed due to circumstances stated in Section 31 or because of an act or omission on the part of the buyer, the delivery deadline shall be extended by a period considered reasonable under the circumstances. This applies regardless of whether the cause of the delay arises before or after the end of the agreed del. time.
9. If the buyer finds he is unable to receive the equipment on the agreed date, or if a delay on his part is considered likely, he must without undue delay notify the seller thereof in writing, stating the cause of the delay and, if possible, the date one can expect the equipment can be received. If the buyer fails to receive the equipment on the agreed date, he is still obligated to make any payment pertaining to the delivery, as if the equipment in question had in fact been delivered. The seller shall store the equipment at the buyer's expense and risk. If the buyer so requires, the seller shall insure the equipment at the buyer's expense.
10. Unless the default on the part of the buyer as stated in Section 9 is due to factors indicated in Section 31, the seller may request in writing that the buyer receive the equipment within a reasonable deadline. If, for reasons not attributable to the seller, the buyer fails to comply within said deadline, the seller may through written notice to the buyer cancel the agreement with respect to the part of the equipment that is ready for delivery, which because of the buyer's default has not been received. In that case, the seller is entitled to compensation for damages incurred due to the buyer's negligence. The amount of compensation must not exceed the part of the purchase price pertaining to part of the equipment that was not received.

Payment.

11. Unless agreed otherwise, payment shall be made in cash, one third payable upon signing the agreement and one third payable when notified that most of the equipment is ready for delivery. Final payment is due upon delivery of the equipment.
12. An accept. bill or promissory note, etc., is not considered payment until redeemed in full.
13. If the buyer fails to pay by the agreed date, the seller is entitled to interest in arrears as of said date. If the buyer fails to pay the due amounts within 3 months, the seller is entitled to cancel the agreement by written notice to the buyer and, in addition to interest in arrears, he is entitled to claim compensation from the buyer for any loss incurred. Compensation must not exceed the agreed purchase amount.

Ownership.

14. The seller has a vendor's lien on the delivered merchandise until the purchase amount, including any interest and expenses, is paid in full.

Liability for defects.

15. The seller is obligated to remedy all defects due to errors in design, materials or manufacture by repairing or replacing the equipment in acc. with Sec.16-17 below.
16. The seller's responsibility includes only defects arising during the course of one year after the date the equipment was delivered to the buyer. If the equipment is used more intensively than agreed or than could have been foreseen upon entering into the agreement, said period will be shortened to a corresponding degree.
17. For parts that are replaced or repaired in accordance with Section 15, the seller assumes the same obligations that apply to the original equipment for a period of one year. This provision does not apply to the other parts of the equipment, the period for which, in accordance with Sec. 16, shall be extended only as a result of defects described in Sec. 15.
18. The buyer shall notify the seller, in writing, about any defect without undue delay after the defect became evident and under no circumstance later than 2 weeks after the deadline in Section 16. Said notification shall contain a description of how the defect manifests itself.

If there is reason to believe the defect may entail risk of damage, notification thereof shall be given immediately. It is incumbent on the buyer to limit damage that has arisen. If the buyer fails to notify the seller about a defect within the deadlines stated in this Section, the buyer forfeits his right to bring any claim due to the defect.

19. After receiving written notification from the buyer according to Section 18, the seller shall without undue delay remedy the defect. The seller himself must carry expenses for this according to the rules in Sections 15-27. Said repair shall be carried out at the buyer's establishment, and the buyer shall cover travel time, travel expenses, food and lodging. The defective part shall be returned to the seller if he seller finds it expedient to do the repair at his own establishment. If dismantling and installation of the part requires special expertise, the seller is obligated to carry out said dismantling and installation. If said expertise is not required, the seller's obligation regarding the defective part is fulfilled when he delivers a properly repaired or new part to the buyer.
20. If the buyer has given such notification as stated in Section 16, and evidently there are no defects for which the seller is liable, the seller is entitled to compensation for the work and costs the claim has caused him.
21. If any dismantling or installation entails interfering with systems, etc., other than the equipment, the work and expenses so involved are of no concern to the seller.
22. Unless agreed otherwise, any shipment in connection with repair or replacement shall be at the buyer's expense and risk.
23. Unless agreed otherwise, the buyer shall carry any additional costs to the seller for repair, dismantling, installation and shipment because the equipment happens to be some place other than the agreed destination or - if not indicated - the place of delivery.
24. Defective parts replaced according to Section 15 shall be placed at the seller's disposal and become his property.
25. If the seller fails within reasonable time to fulfil his obligations according to Section 23, the buyer may notify the seller, in writing, of a final deadline for fulfilment. If the obligations are not fulfilled within said deadline, the buyer is entitled to the following options:
 - a) Let the necessary repairs be carried out or have new parts manufactured at the seller's expense and risk, providing the buyer proceeds in a sensible and reasonable manner.
 - b) Demand a price reduction limited to 15% of the agreed purchase amount. If the stated defect is significant, the buyer may cancel the agreement by notifying the seller thereof in writing. The buyer may in said event claim compensation for loss he has incurred, limited upward to 15% of the agreed purchase amount.
26. The seller's liability does not include defects arising in materials procured by the buyer or in constructions ordered or specified by him.
27. The seller's liability includes only defects arising under the contractual operating conditions and correct use of the equipment. It does not include defects attributed to causes arising after the risk has gone over to the buyer. For example, it does not include defects due to improper maintenance, operation not in accordance with operating instructions or incorrect installation on the part of the buyer, changes made without the seller's written approval or repairs carried out incorrectly by the buyer. Finally, the liability does not include normal wear and tear.
28. Regardless of what is stated in Sections 15-27, the seller's liability for defects does not apply to any part of the equipment longer than 2 years from the beginning of the period stated in Section 16.
29. The seller is not liable for defects beyond those described in Sections 19-32. This applies to any loss caused by the defects, such as operating loss, loss of earnings and other indirect loss.

Liability for damage/injury caused by the product (product liability).

30. The seller is liable for personal injury only if documented that the injury is due to faults or neglect on the part of the seller or someone for whom he is responsible. The seller is not responsible for damage to real property and chattels arising while the equipment is in the buyer's possession. The seller is also not liable for damage to products manufactured by the buyer, or to products in which these are included. Otherwise, the seller is liable for damage to real property and chattels on the same terms as for personal injury. In no event is the seller liable for operating loss, loss of earnings or other indirect loss. Insofar as the seller has product liability for a third party, the buyer is obligated to indemnify the seller to the same extent as the seller's liability is limited according to the three preceding sections.

Force majeure

31. The following circumstances are to be regarded as force majeure if they prevent the fulfilment of the agreement or make fulfilment unreasonably difficult: strikes and any other circumstances beyond the parties' control such as fire, war, mobilization or unforeseen military inductions of a corresponding scope, requisition, seizure, currency restrictions, riots and disturbances, shortage of means of transport, general shortage of goods, restrictions on power supply and deficiencies in deliveries from subcontractors or delays of said deliveries resulting from circumstance stated in this Section. If the aforesaid circumstances arose before signing the agreement, they are grounds for exemption only if their impact on fulfilling the agreement could not be foreseen at the time.
32. The party wishing to invoke said force majeure must without delay notify the other party when the force majeure arises as well as when it ends. The seller must keep the buyer informed as to when the delayed part of the delivery can be fulfilled.
33. Regardless of whatever else is set forth in these provisions, any of the parties may terminate the agreement by written notice to the other party if the fulfilment of the agreement will be delayed more than 6 months due to circumstances stated in Sec.31.

Dispute, choice of law.

34. Disputes over this agreement and anything relating to it shall not be settled in court, but by arbitration, and in accordance with the rules of law applying to arbitration in Norway.
35. Any dispute over his agreement shall be resolved according to Norwegian law and in a Norwegian legal venue unless expressly stated otherwise in the agreement.