

## General terms of delivery from Sykkylven Stål AS

### 1. Introduction:

These terms apply to all deliveries from Sykkylven Stål unless otherwise agreed to in writing between the parties.

### 2. Offer:

Each single order is to be specified as a written order confirmation to the customer.

### 3. Terms of payment:

Unless otherwise agreed, the Buyer shall pay the invoice in full within fifteen (15) days.

### 4. Orders, delivery and time of delivery:

Orders and possible modifications are to be communicated in writing.

The terms of delivery are, unless otherwise specified in the order confirmation, EXW, following the last current edition of the INCOTERMS.

Delivery shall take place on the time agreed upon. The time of delivery shall appear in the order confirmation and be in full compliance with the offer(s). Deviations from this must be agreed upon in writing with the Buyer.

Upon receipt, the delivery as such shall be checked for transport damage and other signs showing that the goods may have been exposed to an external impact that may have caused damage. Eventual damage or deviations must be reported to the Supplier and the carrier immediately.

If force majeure occurs, the delivery time is extended as long as the force majeure situation lasts.

### 5. Price

Prices are subject to yearly adjustments. With extraordinary variations in our input, prices will be adjusted accordingly when needed.

### 6. Warranties and deficiencies

The Buyer must examine the product for any visible defects before, during and after assembly, no later than thirty (30) days of receipt of the product. Errors and deviations must be claimed as well. The Buyer's claim in case of such revealed defects, errors and deviation is limited to the delivery of substitute goods and only for those products with defects. The Supplier may require a return of any and all defected goods.

Sykkylven Stål provides a six (6) months warranty against proven manufacturing failure on Sykkylven Stål's own products, i.e. products constructed and/or produced by Sykkylven Stål itself. If the product constructed/produced by Sykkylven Stål itself contains gas springs of any type, Sykkylven Stål provides the same warranty of the gas spring as the Supplier of the gas spring shall provide to Sykkylven Stål.

However, the warranty does not apply to defects of products which have been tested and approved by Møbelfakta, when the defect is caused by exposing the product to loads exceeding the weight that the product can withstand, documented by Møbelfakta testing.

If the product produced by Sykkylven Stål itself is incorporated or in other way joined with supplies from others, e.g. foam, wood or the like, Sykkylven Stål provides the same warranty against proven manufacturing failure on subcontractor deliveries as they can achieve coverage for at the current subcontractor.

Sykkylven Stål's liability for proven manufacturing failure is in all circumstances limited to a substitution of the defected part(s) of the product.

On components produced by Sykkylven Stål specifically for a customer and the customer has constructed or approved the construction, no warranty is applicable for errors arising from construction flaws. A six (6) months warranty for production defects is given, limited to substitution.

## **7. Complaints**

If the Buyer claims defects or delays, he is obliged to make a written complaint to the Supplier within the time specified in this warranty. Should the Buyer submit a claim after the deadline, the Supplier has no liability neither for delays nor defects.

## **8. Ownership**

The goods, or parts of the goods including eventual technical necessary documentation to complete the goods, become the Buyer's property as soon as the goods have been paid in full.

## **9. Inventions and patents**

Any development, change or improvement, patentable or not, connected to products developed and produced by Sykkylven Stål, remain the property of Sykkylven Stål, regardless of who has contributed to the process.

## **10. Force majeure**

Force majeure excuses the Supplier from his delivering duties, when such barriers prohibit or inhibit the Supplier or it's subcontractor(s) to process the sales item(s).

## **11. Disputes**

Eventual disputes should primarily be resolved by negotiation. Disputes that cannot be resolved amicably should be settled under Norwegian law with Sunnmøre District Court as the proper legal venue.