



GENERAL TERMS OF SALES AND DELIVERY

1. Introduction

These General Terms of Sales and Delivery apply between the Buyer and Groseth Light AS (“Supplier”), as part of the agreement between the parties, for the delivery of products under the agreement (“Product”). The Buyer undertakes to familiarise himself with these General Terms of Sales and Delivery.

If there are product warranties from the Suppliers subcontractor, which either are delivered to the Buyer or referred to, than such warranties shall apply exhaustively to warranty claims or other claims related to defects, and the Buyer cannot make any other claims against the Supplier. Such product warranties are deemed accepted by the Buyer whether or not received by the Buyer, since the Supplier for practical reasons normally will not forward such warranties until they either are used or asked for by the Buyer.

2. The Contract Documents

The Parties may agree in writing on deviations from these General Terms of Sales and Delivery, in one or more of the contract documents listed in section 2.1-2.5 below. Any conflict between these documents will be resolved by applying the following order of priority:

- 2.1 Contract document for the specific project.
- 2.2 Confirmation of order or the offer from the Supplier.
- 2.3 These General Terms of Sales and Delivery.
- 2.4 Product Warranties, if any.
- 2.5 Buyer’s written order.

3. The Delivery

3.1 Product Quality

At the time of delivery, the quality of the Products shall be in accordance with provisions of the contract documents specified in section 2.1-2.5.

Furthermore, the goods shall be in conformity with the requirements under current Norwegian laws and regulations.

3.2 Product information

All product data, such as technical specifications, areas of use, fitness for a purpose etc. as well as prices provided in the Supplier’s information

material, are only binding on the Supplier when these are included in the contract document for the specific project or the confirmation of order, in writing and in an other unambiguous manner. The same applies to information and advice provided by the Supplier.

4. Order – Confirmation of Order

All orders must be in writing and confirmed by an confirmation of order.

Unless otherwise agreed in writing, electronic orders and orders per e-mail shall also be deemed to be in writing. Unless all specifications and details are clarified at the time of the offer/order, or if there are changes in these, a change in the time of delivery must be expected. If the specified time of delivery is dependent on the order date, the time of delivery is estimated from the time when all specifications and details are clarified.

When receiving an confirmation of order, the Buyer agrees to the terms. The Buyer undertakes to review the order confirmation and notify of any errors within 5 working days of receipt of the order confirmation. If there is no complaint, the order confirmation applies as received.

5. Prices

All prices are excl. shipping, unless otherwise agreed. The Products shall be delivered at the price specified in the contract document for the specific project, the commercial agreement of the parties, the confirmation of order or the Supplier’s price list, as applicable from time to time.

Costs for transportation and delivery will be invoiced as an additional charge, unless otherwise agreed in the contract document for the specific project or the order confirmation.

Unless otherwise agreed, all prices quoted shall be in Norwegian kroner (NOK), exclusive of value-added tax and other government taxes and trade-related taxes, as well as freight costs. Customs duties are included only for delivery in Norway.

Prices and terms in an offer are binding to the time (date) specified, or, unless otherwise provided, for a period of 2 months from the time of the offer. The offer lapses unless a complete written order is received prior to the expiry of the time limit.

GENERAL TERMS OF SALES AND DELIVERY

Unless all specifications and details are clarified at the time of the offer/order, or if these are changed, price changes must be expected. The same applies accordingly to the other contract documents, pursuant to section 2.

If the Supplier has specified prices and terms of delivery for an agreed delivery period, the Supplier is free to change prices and terms of delivery after the expiry of the agreed delivery period.

Prices may be changed in the case of increase in prices on the purchase of materials and currency changes.

6. Delivery

The goods shall be delivered to / collected at the place and time specified in the contract document for the specific project or the confirmation of order. Buyer bears all costs and risks of shipment from place of delivery to final destination. The Supplier's responsibility for the delivery is stipulated in the general provisions of the Norwegian Sale of Goods Act.

Change of agreed time of delivery:

The agreed time of delivery may be changed if:

6.1 The parties agree to changes, pursuant to section 7

6.2 The Buyer does not provide the assistance required or does not fulfil his obligations, e.g. if information which is to form the basis for the production or the delivery is inadequate/delayed or if the delivery of materials, for which the Buyer is responsible, is delayed.

6.3 The Supplier suffers due to an impediment beyond his control, which he could not reasonably be expected to have taken into account at the time the agreement was concluded, or he could not reasonably avoid or overcome the consequences of. This might for example be unforeseen delays from sub-suppliers, production breakdown, transport breakage or force majeure.

7. Changes

Without an individual agreement with the Supplier, the Buyer has no right to have the time of delivery postponed or to change or cancel the delivery, fully or partially.

All requests for changes shall be made in writing within reasonable time prior to agreed delivery. In the case of change requests, the Buyer shall provide accurate information regarding the required change/(s).

The Supplier is entitled to claim increased compensation in case of changes, including an increase of unit prices. This also applies in the case of delays or lack of assistance attributable to the Buyer or circumstances for which he is responsible. If the Products are manufactured or prepared in the Supplier's warehouse, warehouse rent and any other costs that accrue due to delayed delivery will be charged to the Buyer. If the Supplier, due to circumstances attributable to the Buyer, must pay compensation for delays/cancellation to his sub-supplier, the Buyer shall be liable for this.

As soon as possible after the receipt of a change request, the Supplier shall provide feedback as to whether the change request may be accepted, and consequences in respect of price, time of delivery and other issues. If the Buyer wants to go ahead with the change, the Supplier shall confirm the change.

8. Obligation of Examination and On-Site

Inspection The Buyer undertakes to examine the goods immediately upon delivery. The examination shall cover delivered numbers and quality, including any visible damages and file a claim within 5 business days after receipt of the Products. To the extent possible, any defects shall be documented. Any comments shall be inserted on the freight document.

In the event of large-size deliveries, the Supplier may require that the Buyer signs acceptance of conformity of the Products with the agreement, and the Supplier may require that an on-site inspection is conducted. In such case, the Supplier shall summon the Buyer to the on-site inspection, within a reasonable time before such inspection. The Buyer is obliged to be present during the on-site inspection, but if he does not appear, the Supplier may conduct the inspection alone.

Minutes from the on-site inspection shall be prepared, specifying the people who are present, any defects demonstrated and the time limit for rectifications.



GENERAL TERMS OF SALES AND DELIVERY

9. Defects

9.1 There is a defect if the Products are not in conformity with the Buyer's requirements of quality under the agreement.

9.2 The Buyer is deprived of his right to claim the defect unless he complains in writing within reasonable time, and at the latest within 5 working days after he discovered or should have discovered the defect. In the event that an on-site inspection is conducted, the Buyer is obliged to notify of any defects he has discovered, or should have discovered, during the on-site inspection, pursuant to section 8.

Notwithstanding any of the foregoing, unless the Buyer complains within 12 months following delivery/conducted on-site inspection, he may not claim the defect at a later time, unless the Supplier has extended this period (partly or in whole) under a warranty.

If the Buyer has received Supplier's form of complaints, then any complaint shall in order to be valid use this form. If the Buyer has not received this form, then Buyer shall complaint by a notice to Supplier within said 5 working days, and additionally fill out the form of complaint when this is submitted by the Supplier. The Buyer undertakes to assist the Supplier in the handling of the complaint. If there is a complaint, the Customer must return the item with defects to the Supplier in the original packaging within 14 days and cover costs for transport and delivery.

9.3 In case of defects, the Supplier is obliged, at Supplier's discretion, to either rectify the defect free of charge or deliver substitute Products to the original place of delivery. The Buyer accepts that rectification or delivery of substitute Products may take time due to a delivery period from sub-suppliers. The Buyer is not entitled to have his rectification costs covered, without the prior written acceptance of the Supplier.

The Buyer may only cancel and/or claim damages due to defects, if the Supplier has acted with gross negligence or intent. In such case, the damages are limited to half of the contract price exclusive of VAT, which constitutes the total accumulated liability of the Supplier under the relevant delivery agreed with the Buyer, including liability for delays and any other forms of damages.

Under no circumstances is the Buyer entitled to claim for damages for lost profit, interruptions in operations, reduced operations, loss of use, loss due to damage on objects other than the Products themselves, or which is closely and directly related to its presupposed use, or any form of consequential loss, consequential damages or indirect loss or personal injury.

If the Supplier performs examinations or rectifications of issues based on complaints by the Buyer, which turn out not to constitute a defect, the Buyer will be invoiced according to the Supplier's price list and accrued time.

CE marked products, including fire-certified products, are manufactured and controlled in accordance with special guidelines which the Supplier is bound by. The Buyer is responsible for the correct handling and installation based on existing guidelines and documentation and/or qualified evaluation of the solution. If the Supplier or his sub-suppliers are deprived of the right to manufacture, sell and install fire-certified or other CE marked products as a consequence of the Buyer or his customers/end-customers having made mistakes with regard to installation or otherwise, the Buyer is fully liable for damages for the direct and indirect loss, including lost profit, which the Supplier suffers as a consequence of this.

10. Delayed Delivery

If the Supplier becomes aware that delivery cannot be made at the agreed time, the Buyer shall be notified immediately. Furthermore, the Supplier shall, if possible, at the same time specify a new date of delivery.

The Buyer shall be deprived of his right to make claims following a delay if he does not complain in writing within reasonable time, and at the latest within 5 working days, after the delay was notified.

In the case of a delay, the Buyer may cancel the purchase if the delay substantially frustrates his purpose in concluding the contract and the delay lasts for more than 60 working days.

The Buyer may only claim damages due to delay if the Supplier has acted with gross negligence or intent. In such case, following the third week of delay, the Buyer is entitled to a day penalty equal to 1% of the contractual amount, exclusive of VAT for each full week of delayed delivery. If the delay relates to insignificant circumstances or



GENERAL TERMS OF SALES AND DELIVERY

parts of the delivery which does not prevent the Buyer from using the delivery, no damages or day penalty shall be incurred. The day penalty is limited to a maximum of 10% of the contractual amount exclusive of VAT, and the Buyer may not file any financial claims against the Supplier other than the day penalty. Notwithstanding this, the amount of damages may not exceed the total limit of liability according to section 9.3.

11. Sub-suppliers

The Supplier is entitled to use subcontractors.

12. Direct Claims, Recourse

The Supplier has a right of recourse against the Buyer for any claims from the Buyer's end-customer, which exceed what the Supplier is responsible for, pursuant to the agreement between the Buyer and the Supplier.

The Supplier also has a right of recourse against the Buyer for any direct claims from an injured party pursuant to the Norwegian act relating to product liability.

The Supplier shall notify the Buyer within reasonable time before **satisfying** any claims from the Buyer's end-customer or the aggrieved party.

13. Payment, Security for Unpaid Purchase etc.

Unless otherwise agreed, the Products shall be invoiced upon shipment. Terms of payment are 14 days net unless otherwise agreed.

After the due date, interest accrues in accordance with the interest rate in force at any given time pursuant to the Act relating to interest on late payment.

The Supplier has security for unpaid purchase price in the Products until the total purchase amount inclusive of interest and costs, as well as any unpaid warehouse rent, is paid in full.

If more than 1 month passes following the agreed time of delivery, without delivery having been made due to circumstances for which the Buyer is responsible, the Supplier is entitled to sell the Products and claim damages for his loss and disbursements.

If the Buyer does not pay in due time for a delivery, or forwards claims for defects or other claims against the Supplier which gives the Supplier reason to believe that the Buyer will suspend later payments, the Supplier can notwithstanding agreed payment conditions or the merits of the case require that the Buyer pays in advance or places other security for future deliveries.

14. Products sold and located at Suppliers' warehouse

Products that are invoiced are the customer's property from the date of invoice unless otherwise agreed in writing between both parties. The Supplier may always exercise the right of retention in Products for any unpaid claims against the Buyer, that have fallen due. Products that are not sent or picked up by invoice date is the customer's responsibility even if the products are physically in Supplier's warehouse. Supplier's not responsible for any accidents or injuries that would occur after the invoice date. Supplier may charge storage fees for products that are stored in Supplier's warehouse. This will be agreed in advance between both parties.

15. Confidentiality, Protection of Personal Data, References

All confidential information which comes to each of the parties' knowledge in connection with the execution of this agreement, shall be treated as confidential and shall not be disclosed to third parties without the written consent of the other party.

The Supplier will register, store and process any data provided by the Buyer in order to fulfil his obligations. Provided that the Buyer does not make any reservations, the Supplier will also be able to use these data to distribute information about other products and services, as well as surveys.

The Supplier has the right to declare the Buyer and the purchase in question as a reference.



GENERAL TERMS OF SALES AND DELIVERY

16. Applicable law - Disputes - Venue

This agreement shall be governed by the laws of Norway.

The parties have agreed to the exclusive jurisdiction and venue of the Oslo District Court.

17. Return

Products are not returned unless otherwise agreed. Special products, as well as non-stocked products, are not credited under any circumstances.