

## SALES AND DELIVERY TERMS AND CONDITIONS FOR AHLSELL NORGE AS

### **1. Introduction**

These standard sales and delivery terms and conditions ('Ahlseil's Standard Terms and Conditions') apply to the sale of goods and services by Ahlseil Norge AS (the "Seller") unless otherwise agreed in writing between the Parties. The Buyer's standard terms and conditions only apply if this has been confirmed in writing by the Seller no later than by the time of entry into of the contract.

For Electrical and Refrigeration, NL 17 applies in addition to the Ahlseil Standard Terms, unless otherwise agreed in writing.

In the event of a contradiction between the documents, the Ahlseil Standard Terms take precedence over NL 17. If a separate project agreement has been drawn up for the specific delivery/ sales order, this takes priority over the Ahlseil Standard Terms and Conditions

### **2. Authorization**

As the Buyer is liable for payment for all purchases made with the provided customer number, the Buyer must both inform the Seller of changes in authorizations and delete authorizations that no longer belong to the Buyer's organization.

When making a purchase, the Buyer's representative must be able to identify himself and provide a customer number. The Seller is not in any case responsible in the event of verification failure. It is the Buyer's responsibility that login information and access cards etc. to the Seller's online store, apps, EDI/ similar systems and 24-hour stores, does not end up in the hands of unauthorized parties. The buyer is further responsible for all purchases made by persons who have such login information and access, and that these persons comply with Ahlseil's authorization and access rules.

Ahlseil has the right to refuse a representative to purchase goods and services if the representative cannot provide proper authorization. Ahlseil also has the right to close a customer account if the Buyer has not made a purchase for a period of at least 24 months.

### **3. Prices**

#### **3.1 Quotes**

Unless otherwise agreed, quotes and prices are valid for 30 days from when they are sent. For delivery from stock, quotes are conditional on the sufficient number of items being in stock in the period between the Seller's offer and the Buyer's acceptance.

Prices exclude any environmental charges or government duties/ deposit.

The prices contained in quotes are based on the prices and exchange rates applicable on the date of the quote.

In the event of changes in prices by suppliers, shipping costs, insurance costs, customs duties and other taxes, exchange rates and commodity prices in the period from the offer being accepted by the Buyer and up to delivery, the Seller is entitled to adjust the prices correspondingly.

### **3.2 Price regulation**

Price adjustments take effect on January 1<sup>st</sup> and July 1<sup>st</sup> every year. Price adjustments outside said dates may occur in the event of changes to cost prices based on changes to currency exchange rates and raw materials prices, or changes in public taxes.

Extraordinary price changes must be justified, and based on:

- Substantial currency changes or changes in the commodity market, +/- 5 % from the prices in the quote or last fixed price adjustment
- Changes in public taxes – (power tools PT 1,3 %)

Both parties can request adjustments to prices for individual items/ groups of items if special circumstances warrant it. Adjustments must be accepted by both parties before they come into force.

Shipping and other taxes on acquired goods (goods that must be obtained from another supplier/ manufacturer) are billed without surcharge.

Ahsell reserves the right to invoice cutting of cables and pipes at the applicable rates at any given time.

### **4. Payment terms**

Payment must be made within 30 days from the invoice date. Payment is deemed to have been made when the payable amount is credited to the Seller's account.

In the event of delayed payment, the Seller is entitled to add applicable standard interest on arrears + 5% calculated from the due date.

The Buyer is obliged to pay the purchase price in full.

The Buyer does not have the right to offset the purchase price with any other claims against the Seller. The Buyer also does not have the right to withhold all or parts of the purchase price, unless there is a significant defect in the goods and the Buyer gives notice that it considers itself entitled to withhold payment within 8 days after the deficit was discovered. Otherwise, the rules in [Section 11](#) regarding defects apply.

### **5. Delivery**

Delivery times are stated on the order confirmation that is sent to the Buyer.

If the Buyer is delayed in fulfilling his obligations, delivery times may be extended by a period corresponding to the Buyer's delays. This applies inter alia if:

1. The Buyer has not paid or provided adequate security by the agreed date.

2. The Buyer has not provided the Seller with the required technical or other information by the agreed date.
3. The Buyer refuses to accept the goods or cannot accept the goods on the agreed date. The same applies if the Buyer has not made the required preparations for the goods to be delivered on the agreed date.
4. The Buyer requires a change to the deliverables which affects the delivery date.

In the event that the Buyer has ordered goods for collection in-store, these must be collected within 5 working days after arrival in-store. After this period, uncollected goods will be returned on the terms specified in [Section 13](#).

## 6. Shipment. Delivery

For all deliveries in Norway, Incoterms 2020 DAP (Delivery on Location) applies, unless otherwise agreed in writing or specified in the individual sales order.

For all deliveries to Svalbard and abroad, Incoterms FCA applies to all deliveries, unless otherwise agreed in writing or specified in the individual sales order. The Buyer carries the risk from the time the goods are delivered to the first carrier or terminal at the agreed time and place.

For deliveries at night between 22:00-07:00 the item shall be considered delivered when it has arrived at the agreed delivery location, without a receipt from the recipient. For overnight deliveries, a separate agreement is drawn up between the Buyer and the carrier.

For deliveries made directly from the manufacturer, delivery is deemed to have taken place at the time the goods are at the Buyer's disposal at the location specified by the Buyer. The Seller is not liable for delays to such deliveries.

The costs for pallets, cable drums and other specialist packaging are payable by the Buyer. The Buyer is not entitled to return packaging to the Seller.

Freight equalization applies to plumbing, water, drainage, manufacturing, and refrigeration customers. Freight equalization is shown as a separate item on invoices and is calculated on the basis of net invoice value. Freight equalization will also be applied to goods for collection.

Exceptions are made for bulk goods for which actual shipping cost will be charged. The rates are:

Southern Norway up to and including Trøndelag	up to	7.0 %
Nordland	up to	7.0 %
Troms	up to	7.0 %
Finnmark	up to	7.0 %

When using the Seller's 24-hour service phone, the Buyer will be charged a response fee of NOK 2.500 + shipping costs.

For small orders with a net value below NOK. 1.000, a small-order surcharge of NOK 250 is charged the Buyer. This does not apply to in-store orders.

For goods that are not kept in stock at Logistiksenter Gardermoen (LC) the Buyer will be charged actual shipping costs.

Shipping charges also apply to special goods, i.e., heavy equipment, bulk goods, and long goods  $\geq 4$  meters. These may include goods such as pipes, steel masts, foundations, timber masts, ladders,

large cabinets, galvanized equipment, ground covering, ground reinforcement etc.

Special transport for crane trucks, cable carriers and containers to and from facilities incur a charge. As does urgent deliveries such as courier, air freight, express post etc. Return shipping and collection of 'empty drums' incur a charge, with the exception of incorrect deliveries.

Shipment zone charges for heaters, fixtures and light sources are applied:

The following rates apply:	Heaters/ fixtures	Light sources
Eastern Norway	3,5 %	1,5 %
Southern Norway	4,0 %	1,5 %
Western Norway	4,5 %	2,0 %
Trondheim	4,5 %	2,0 %
Northern Norway	6,5 %	3,0 %

## **7. Insurance**

If delivery has been agreed under CIF (Incoterms 2020), the Seller insures the goods until delivery at their stated destination. Insurance is purchased on all-risk A-terms according to the Conditions for Carriage of Goods of 1995, version 2004.

## **8. Intellectual property and rights of use**

All copyright to drawings and other documentation issued to the Buyer remains with the Seller. The Buyer is only entitled to use such drawings and other documents as part of his operations, repairs, and maintenance of the supplied goods. The drawings and other documents may not be copied, reproduced, or passed to a third party without the consent of the Seller.

## **9. Product information**

The Seller may from time to time provide information in the form of, for example, product information, images, and logistics data ("Product Information") to the Buyer. Product information is intangible assets belonging to the Seller or the Seller's partners and can only be used by the Buyer within the framework of the contractual relationship between the Seller and the Buyer, and in accordance with the Seller's instructions.

The product information also constitutes trade secrets, which the Buyer must treat as confidential information. Upon termination of the agreement, or at the request of the Seller, the Buyer must immediately stop using and delete all product information.

## **10. The Buyer's duty to examine the goods**

The Buyer must on delivery check the goods against the delivery note, specified in the QR-code, and examine the goods thoroughly depending on the nature of the goods and form of delivery. Any claim based on this check must be made in writing in accordance with [Section 12](#).

## 11. Defects

A defect shall be deemed to exist if the goods do not correspond to the agreed specifications, and this is not due to the Buyer or circumstances for which the Buyer is responsible. Unless expressly warranted by the Seller in writing, the Seller does not warrant and shall not be responsible or liable for the product's suitability for a particular purpose.

If the Buyer believes that there is a defect, the Buyer must make a complaint within the deadline specified in [Section 12](#) (Claims). The Seller chooses whether the defect is to be rectified (corrected) or re-delivered. The Buyer must not correct or remedy the alleged defect without clarifying this with the Seller. The Buyer must at his own expense procure that the Seller has access to the defective goods so that the Seller is able to perform remediation or redelivery of the goods.

By agreement, the Buyer can have direct replacement costs covered. Direct replacement costs beyond excavation work, necessary building-related work, etc. is understood as remuneration to a skilled worker/ apprentice/ helper for time spent. Remuneration is settled according to an hourly rate, based on 0,7 % of the last known basic amount (1G) in the national insurance scheme.

The Seller is not responsible for rectification or redelivery of the goods to any place other than the original place of delivery. In addition, the Seller is not liable for costs related to gaining access to the defective goods, including excavation or building works.

## 12. Claims

Claims must be made in writing. If the Buyer is to take rectifying measures, there must be a written agreement stating which measures are to be taken.

Until the claim has been clarified, the Buyer is responsible for storing the goods in a proper manner.

The following deadlines apply to claims:

- a. Claims relating to transport damage or shortages in the number of items must be made on arrival of the goods. Damage and shortages must be stated on the consignment note and be signed by the driver.
- b. Claims relating to shortages of packaged goods must be made immediately and no later than 7 days after arrival with a specification of the deviations.
- c. Claims relating to defects must be made without undue delay and no later than 7 days after the date on which the defect was or should have been discovered.
- d. Claims with respect to delays must be made immediately and no later than 7 days after the date of the stated delivery.

If the Buyer fails to submit a claim in writing within the above time limits, the Buyer loses the right to claim a defect. The Seller is not liable for defects for which claims are submitted more than 1 year after delivery.

If the Buyer puts forward a clearly unfounded claim, the Seller can claim its document handling costs covered by the Buyer.

## 13. Return of goods

The Seller only accepts return of goods if this has been agreed in advance in each case. Non-stock items may only be returned if the Seller's supplier accepts the return of the goods.

Returned goods must be unused and in the same condition as they were on delivery and provided in the original packaging if applicable. Invoice or order number must be provided.

The return address for stock and non-stock goods must be stated in the return document, which must be received by the Buyer before the returns are shipped.

Return of goods is subject to the Buyer's own expense and risk. All return shipping costs shall be covered by the Buyer. Returns are not accepted for goods worth less than NOK 500.

A return fee of a minimum 25% is added to stock items. For non-stocked goods, the supplier's return policy applies.

## **14. Force Majeure**

### **14.1 General**

Neither party shall be deemed to have breached an obligation, if fulfillment is prevented by conditions beyond the Seller's control, including, but not limited to, local or nationwide labor conflict, fire, war, military uprising, computer virus or other serious computer attacks, seizure of goods, currency restrictions, pandemics including Covid-19, riots, lack of means of transport and access (closed roads/ train connections, etc.), general shortage of goods, discarding of large pieces of work, lack of labor, and restrictions on power supply.

The Seller must notify the Buyer of such conditions within a reasonable time and estimate the time for when fulfillment of the contractual obligation is considered possible.

In the event of force majeure, both Parties are entitled to require deferment of the delivery date. Both Parties are entitled to terminate the contract if the force majeure situation lasts for more than 360 days.

### **14.2 Conflict in Ukraine**

The outbreak of the conflict in Ukraine/ Russia and the subsequent implementation of various sanctions by the relevant authorities poses a risk to the supply of products and services across the industry. Deliveries from the Seller and the Seller's subcontractors may be prevented, made unreasonably burdensome and/or be significantly different from when the agreement was concluded. Even though the current conflict in Ukraine/Russia is known at the time of entering into the agreement for delivery under this contract, the conflict and its consequences shall always be considered a force majeure event in accordance with clause 14.1.

## **15. Limitations to the Seller's liability**

The Seller is not responsible for costs relating to access, costs of ascertaining a defect and other costs directly related to a defect or defect rectification, unless otherwise specifically agreed or the Seller has shown gross negligence or intent.

The Seller is not liable for indirect losses incurred by the Buyer. Indirect loss includes but is not limited to; loss of revenue or profit, loss caused by pollution, loss as a result of reduced or lost production, losses due to the goods being unsuitable for the intended purpose, loss as a result of other damage than damage to the delivered goods, labor costs, and claims by third parties.

The Seller's liability for defects is in any event limited to an amount corresponding to the price of the goods and/or the services indicated in the sales order concerned.

The Seller's liability for delay is in any event limited to an amount corresponding to 10% of the price of the goods and/or the services in the sales order concerned.

The seller's overall responsibility for breach of contract, regardless of whether the purchase is terminated or not, shall be limited to 100 % of the individual sales order.

Except for what is stated in Ahlsell's Standard Terms and Conditions, the Seller shall not be liable for damage or losses that result from defective goods unless the Buyer can demonstrate that such damage or loss is attributable to gross negligence on the part of the Seller.

## **16. Personal data**

The processing of all personal data shall take place in accordance with the applicable privacy legislation.

The parties will process personal data in the form of contact information for the other party's contact person. The Seller may, in certain cases, process information about the Buyer's employees and their preferences with regards to individual purchase orders, for example clothing sizes.

Each party is responsible for its processing of personal data as the data controller. The parties' view is that neither party process personal data on behalf of the other party as data processor.

Each party must inform their designated contact person if their personal data will be processed by the other party to maintain the parties' business relationship.

The information must include what is stated in the Personal Data Protection Regulation article 13 (EU) 2016/679 (General Data Protection Regulation) and can be given through an instruction to the contact person to visit the other party's website where information about their processing of personal data will be available. At the Seller, such information is published at <https://www.ahlsell.se/om-ahlsell/integritetspolicy>.

## **17. Confidentiality**

During the term of the agreement, the parties may gain access to valuable trade secrets and other confidential information belonging to the other party and its business, including the contents of the agreement ("Confidential Information"). The term "Confidential Information" does not include information that is publicly available or will become publicly known other than in the event of a breach of the agreement.

The parties shall keep all Confidential Information strictly confidential and shall not make Confidential Information available to outsiders unless (i) the other party has consented, or (ii) if such disclosure may reasonably be required to comply with the obligations under the Agreement, or (iii) if required by law, stock exchange rules or orders from a court or other competent public authority.

## **18. Compliance with laws**

The Buyer agrees to comply with all applicable laws, regulations, decisions, orders and rulings of courts and other public authorities, including (but not limited to) applicable laws and regulations for export control and international sanctions, anti-bribery and anti-corruption, environmental, health and safety.

To the extent that this Agreement encompasses Products subject to EU Regulation 833/2014 (as amended), the Purchaser undertakes to not, directly or indirectly, re-export to, or for use in, Russia. In case of a breach of this prohibition, the Purchaser accepts any and all remedies required by the Supplier, including, but not limited to, withdrawing the exported Product, issuing end-user statements and provision of information to the Supplier.

## **19. Retention of title**

The Seller has retention of title to the supplied goods until the purchase price together with interest and costs have been paid in full, see Section 3-14 of the Norwegian Mortgage Act, see Section 3-22.

The Seller may require additional security for the purchase price as well as interest and costs. Such a claim may be submitted after the Seller has accepted the order and until the delivery of the goods.

## **20. Choice of law and venue**

The contract is governed by Norwegian law. The Parties agree that Oslo District Court is the agreed venue for all disputes arising from this contract.