

Eltorque AS - General Terms & Conditions for Sales

1. General

These general sales conditions apply to all deliveries incl. physical products, documentation and software from Eltorque AS org. no 976 944 968 (EAS), unless otherwise agreed to in advance in writing by EAS. The general sales conditions supersede all other documents concerning delivery of equipment, systems and services, including the Buyer's purchasing conditions if any. The general conditions are only subject to changes upon both party's mutual written acceptance. For any Sales Orders or Contracts, entered into by EAS, the following priority shall apply for any and all Contract Documents:

1. Form of Agreement (if any)
2. Eltorque AS – General Sales Conditions
3. Appendices in the numbered order A (Scope of Work), B (Price) C (Schedule), D (Admin requirements), E (Specifications and Drawings)
4. Eltorque AS Tender/Offer
5. Customer's general conditions for purchase

Changes to EAS's specifications/terms as a part of the customer's order are not accepted. By changes in specifications/conditions, EAS should verify and accept these in advance and if necessary, update the offer.

2. Sales Order/Contract

2.1 All sales orders/contracts and changes (additions/omissions) shall be in writing and signed by both parties. No changes shall be applicable and agreed before EAS has confirmed price and schedule consequence, and the consequence have been accepted by the customer. EAS adjust prices twice per annum to reflect variations in currency exchange rates. Sudden and significant exchange rate variations prices can cause additional price adjustments.

2.2 If the Customer has not nominated a person to represent him, EAS will act as all Customers employees have the full authority, commercial and technical, to act on behalf of Customers Company.

2.3 If a cancellation of item (s) or services should occur, EAS shall have the right to be compensated for all work performed and ordered items that cannot be canceled, in any case not less than 10% of the order value. EAS may also be entitled to financial compensation for additional cost which the cancellation entails, as well as for the elimination of turnover. For cancellation of custom-made products, Eltorque is entitled compensation equal to 100% of the order/part of the order.

2.4 Offers are normally valid for four (4) weeks. Agreed delivery time is not determined until the final order is signed by both parties (our order confirmation).

2.5 Eltorque AS adjusts its prices from 1 January each year. This may impact on the order if the agreed delivery is set after new calendar year.

This does not apply if the order is 100% prepaid.

2.6 Eltorque AS reserves the right to make adjustments regarding price based on changes from subcontractors and other suppliers. This due to additional costs related to exchange rates and/or raw material /other special/extraordinary circumstances.

The date of delivery is subject to correct and timely delivery from our sub-suppliers.

2.7 The scope of supplies does not include any goods and/or services not explicitly mentioned.

3. Payment

The delivery terms are to be agreed before booking, in accordance to Incoterms, latest edition. In the case of commissions/deliveries abroad or installations on the Norwegian continental Shelf, this will be confirmed in writing by customer for the non-sales tax added.

3.2 EAS shall not be responsible for import toll or any local tax in countries outside Norway. Any requirements regarding with-holding taxes shall be borne by the customer.

3.3 Unless otherwise agreed, payment deadline applies 15 days after the invoice date of all invoices. For overdue payments, a statutory interest will be invoiced. See invoice for applicable interest rate.

3.4 For Traveling in association with service assignments, travel and expense are billed at the time of departure (the government's journey scale)

3.5 Travel time is invoiced customer, in accordance to EAS, regulations.

3.5 Work performed outside of normal working time are invoiced with overtime surcharge. This does not apply to works on fixed price within specifications, as well as for travel time beyond standard time.

3.6 If the customer is not able to receive deliveries at the specified time, Eltorque may invoice the delivery at the time of agreed delivery.

4. Installation location/function Test Preparation

4.1 Customer are at his own expense responsible for preparing the

installation location for the equipment.

4.2 If equipment required for test/install location is not provided/prepared or available at the time agreed, and this is not due to conditions caused by EAS, EAS may require compensation for incurred costs and losses as a result, as well as that time of delivery is rescheduled and performed.

5. Warranty/Service on equipment.

Subject to use and handling in accordance with training and user manual, EAS provides 12 months of warranty for the delivered products. The guarantee period commences at the earliest of 12 months after the products are taken into use, or 24 months after delivery. For other materials purchased by EAS, the warranty terms of the relevant supplier will apply. The warranty cover errors due to material and production errors and is limited to free repair and replacement of parts on EAS's Workshop in the ordinary working hours. Freight charges and other costs in connection with warranty deliveries and repairs are covered by EAS. The warranty lapses if: a) the product have been tampered or modified without EAS's consent. b) The item is damaged after improper processing/use. c) If the terms of payment are not met, then the warranty does not apply to any liability. If warranty repairs need to be performed at the customer site, travel, accommodation and per diem will be charged additionally.

6. Liquidated damages

EAS does not accept liquidated damages.

7. Sanctions regulations

The buyer/recipient of Eltorque products confirms by accepting these terms that they will not directly or indirectly resell/deliver Eltorque products in a manner that is in violation of the sanctions regulations applicable at any time.

8. Indemnity

EAS shall not be held, directly or indirectly, liable for any unforeseen damages, which may occur due to errors in its own products or other materials provided by EAS, installation or documentation. Such damages include, but are not limited to, loss of profits, indirect losses, and consequence loss.

9. Force Majeure

EAS is not liable for damages and/or delays resulting from any public actions or inaction, natural disasters, rebellion, civil disobedience, general or specific strike, or any other event outside of the EAS's control as it cannot be expected that EAS should have foreseen and or taken measures to avoid or prevent. EAS shall have the obligation to document that such a situation has occurred.

10. Liens

EAS will have the full ownership of the products/services in the Contract/Order, until full payment is received for delivery, according to the Mortgage Act of 08.02.1980 Nr. 2, Section 3-14. EAS has the right to require extradition in pursuance of the "Enforcement for Claims" (Tvangsfullbyrdelses) Act Kap. 9, if settlement has not taken place within the agreed credit time. As long as EAS has liens in the equipment, customer may not enter into agreements regarding the transfer of property rights, rental or lending, mortgages or giving disbursements in the equipment.

11. Confidentiality

EAS will not allow unauthorized persons to gain access to confidential information regarding customer's technical devices, personal information/relationships, or business secrets. It shall be agreed in advance, and as specified by customer in case of special precautionary measures relating to the secrecy of the project and the handling of materials.

12. Marketing

EAS can use deliveries in its marketing (part of brochures/on the web etc.). EAS shall relate to section 11 and customer's wishes. For any larger marketing campaigns involving customers/client's information, presentations, postings and articles, the customer will be given the opportunity to an advanced approval.

13. Court elections and disputes.

Any dispute between the parties, which does not find its solution amicably, shall be resolved under Norwegian law and Trondheim Court of Justice.