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## 1. DEFINITIONS

- 1.1 Contract ("Contract") refers to the contract agreement signed by Seller and Buyer, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these general terms and conditions of sale, Seller's final quotation, manufacturer's warranty, the agreed scope(s) of work, and Seller's order acknowledgement.
- 1.2 Manufacturer's warranty ("manufacturer's warranty") refers to the terms and conditions of warranty provided by the manufacturer of products sold by seller. The manufacturers' warranties can be accessed by link on <https://www.flowtec.no/manufacturers-warranty> or by buyers request to seller to provide manufacturer's warranty.
- 1.3 Seller ("Seller") refers to Flowtec AS, no.: 976049365, with registered place of business Skvadronveien 22, 4050 Sola, Norway.
- 1.4 Buyer ("Buyer") refers to the natural or legal person from which the Seller receives the order.

## 2. APPLICATION

- 2.1 The following terms and conditions apply for all products and services provided by Seller to Buyer.
- 2.2 Any general terms and conditions or back of order terms that are set out or referenced in the Buyer's purchase order and are either: not specific to the product and/or services to be supplied by Seller; or are routinely incorporated of the Buyer, are excluded in full and will have no effect.
- 2.3 In the event of any conflict, the general terms and conditions of sale shall take precedence over other documents included in the Contract.

## 3. OFFERS AND ORDERS

- 3.1 A sales quotation to the Buyer made by the Seller shall not be binding upon the Seller until the order of the Buyer is accepted by the Seller.
- 3.2 No order submitted by the Buyer shall be deemed to be accepted unless and until confirmed in writing by the Seller. If an order is not confirmed in writing by the Seller, the invoice or the performance of the Seller shall be deemed to be an acceptance of the order.

## 4. SALES PRICES

- 4.1 Unless otherwise agreed in writing, the prices set out in Seller's quotations to the Buyer apply.
- 4.2 If not otherwise agreed, the prices apply INCOTERMS 2020 Ex Works Seller's place of business. Therefore, any other charges, expenses related to shipping, delivery and/or transport of the products are the sole responsibility of Buyer.
- 4.3 Seller reserves the right to change the Sales Price should any changes occur with respect to customs duty rates, other duties and taxes or currency exchange rates between Norwegian kroner and relevant currencies.


## 5. TERMS OF DELIVERY

- 5.1 If not otherwise agreed, the delivery shall be INCOTERMS 2020 Ex Works Seller's place of business. The Seller shall deliver the Products by making them available to the Buyer according to the terms and the place as specified in the Contract.
- 5.2 Unless otherwise expressly agreed, the delivery times stated by Seller are without obligation.
- 5.3 An expressly agreed delivery time is considered to be fulfilled upon notification to Buyer of readiness of delivery.
- 5.4 The Seller is entitled to extend the delivery time automatically by a reasonable amount in case of hardship/force majeure cf. section 14.
- 5.5 If Seller has a reason to suspect that any part of the delivery will be delayed, Seller shall give notice to the Buyer.
- 5.6 Should the delay in delivery be attributed solely to Seller, the Buyer will be entitled to withdraw from the Contract after setting Seller a reasonable period of notice in writing, and Seller has failed to deliver by the end of this period.
- 5.7 Seller reserves the right to fulfil the contractual obligations by delivering partial quantities where this can be reasonably expected of the Buyer.

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5.8 Except in cases of wilful misconduct or gross negligence, the Seller shall not be liable in any way for damages arising from late delivery or non-delivery of products or services.

## 6. EXAMINATION OF GOODS

- 6.1 The Buyer undertakes to examine the goods immediately on delivery and to notify immediately in writing any apparent defects. Should a defect not be apparent at delivery, he must notify such defect immediately upon its discovery. The Buyer loses his right to claim against such defect if he fails to notify it in writing immediately after he has discovered or should have discovered the defect.
- 6.2 The Buyer, or an authorized representative, have the right to make any inspection or test which the Buyer deems necessary in order to ensure that delivery is in accordance with the Contract.

## 7. PERFORMANCE TESTS

- 7.1 If agreed, performance test(s) shall be performed and included at the time of delivery.
- 7.2 Unless otherwise agreed, the performance test shall be performed at Seller's or sub-contractor's place of business during normal working hours. The Buyer, or an authorized representative, have the right to be present during the performance test at Buyer's cost.

## 8. TITLE

- 8.1 Seller reserve title to the products supplied until full payment of the sales price has been made and all other claims against the Buyer has been fulfilled.
- 8.2 During the reservation of title, the Buyer is entitled to the possession of the products and to dispose the product within the context of his ordinary business activity.

## 9. TRANSFER OF RISK

- 9.1 All risks of loss and damage to the products shall pass in accordance with the agreed trade terms. All trade terms used shall be interpreted in accordance with INCOTERMS 2020. If not otherwise agreed, the risk will pass to the Buyer at the moment of notification to Buyer of readiness for collection at Seller's place of business. Should the Buyer not collect the products within a reasonable time the Buyer will be responsible for costs incurred.

## 10. CONDITIONS OF PAYMENT

- 10.1 Unless otherwise agreed, invoices are payable net within 30 days of transfer of risk to Buyer. In the event of services invoices are payable net within 30 days when service is conducted.
- 10.2 By exceeding the agreed payment deadline, the Buyer will be deemed to be in arrears. In such event Seller is entitled to interests according to Norwegian Act of December 17, 1976, relating to Interest on Overdue Payments, etc.
- 10.3 Should Buyer fail to pay the amount due within a period of two (2) months due to reasons of Buyer, Seller shall be entitled to terminate the Contract and claim damages.
- 10.4 Partial deliveries are regarded as independent transactions which are payable separately. Should payment of a partial delivery not be received punctually, Seller will be entitled to refuse to make any further deliveries.

## 11. CANCELLATION

- 11.1 Buyer can cancel the Contract before delivery by informing Seller in writing. Buyer shall in such event pay Seller for work already performed, relevant commitments already made, and any other unavoidable direct expenses incurred by Seller due to the cancellation. In addition to this, a cancellation fee shall be paid equalling six (6) per cent of the Sales Price.
- 11.2 If Seller becomes aware of circumstances which throw serious doubt on Buyer's solvency, credit worthiness or ability to perform his duties under the contract, Seller is entitled to withdraw from the contract without any liability towards Buyer.


## 12. RIGHT OF BUYER IN CASE OF NON-CONFIRMITY

- 12.1 The sole warranty by the seller is that the product(s) supplied under the contract shall be in conformity with the warranty provided by the manufacturer. Manufacturers' warranties on products are available cf. section 1.2.

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- 12.2 Should products not be in conformity at the time of transfer of risk, Seller will be entitled to fulfil the contractual obligations by rectifying any lack of conformity or by supplying substitute product(s).
- 12.3 In cases where it is no longer possible to fulfil contractual obligations, where such fulfilment has failed repeatedly or would be unreasonable for the Buyer, or where Seller has refused such fulfilment or Buyer has allowed a reasonable period of time to remedy without compliance, the Buyer will be entitled to reduce payment or withdraw from the contract.
- 12.4 If the non-conformity is of insignificant nature, the Buyer will only be entitled to reduce payment according to the significance of the non-compliant part of the contractual obligation.
- 12.5 The Buyer loses his right to invoke lack of conformity if he fails within a reasonable time after he discovered or ought to have discovered it, to complain to the Seller of the lack of conformity involved. If the Buyer fails to complaint within a warranty period set out in the manufacturer's warranty, he may not subsequently invoke the lack of conformity against seller. Manufacturers' warranties on products are available at cf. section 1.2.
- 12.6 The Buyer loses his right to invoke lack of conformity if it is due to incorrect use, modifications, or alterations by the Buyer without Seller's written consent.
- 12.7 Where Seller is providing the Buyer with Service, Seller warrants that such Service will be performed with reasonable care and skill. Should service not be performed accordingly, Seller will be entitled to fulfil the contractual obligations by re-performing such service or to refund the Buyer the amount paid by the Buyer in respect of the service. The Buyer loses his right to invoke lack of conformity if he fails, within a reasonable time after he discovered or ought to have discovered it, to complain to the Seller of the lack of conformity involved. If the Buyer fails to complaint within six (6) months from when the service was performed, he may not subsequently invoke the lack of conformity.
- 12.8 In case of buyer's claim for damage due to non-conformity the limitation of liability set out in section 13 applies.

### 13. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 13.1 The following liability provisions apply for all claims for damages or compensation by the Buyer regardless of their legal reasoning.
- 13.2 The Seller's total liability to the Buyer and the Buyer's remedies in respect of a delay in Delivery or non-Delivery will be limited to those remedies set out in subsection 5.6 and 5.8, the non-conformity of any Product and performance will be limited to section 12.
- 13.3 The total liability of Seller to Buyer in respect of all other matters arising under or in connection with the Contract (including under any indemnity) will be limited to the total price of the Products to be supplied and the Services to be performed under the Contract.
- 13.4 Seller assumes no collateral duty in tort or negligence to Buyer with respect of the supply of Products or Services.
- 13.5 Nothing in the Contract will limit or exclude the Seller's and Buyer's liability for fraud (including fraudulent misrepresentation), death or personal injury or to the extent such limitation or exclusion is not permitted by law. To the extent any part of the Contract has such effect, such part of the Contract with provisions modified to the extent necessary to ensure such exclusion or limitation is permissible by law, but no further.
- 13.6 Seller will under no circumstances be liable to the Buyer, whether in contract, breach of statutory duty or otherwise, for any loss of profit, or for any special, indirect or consequential damage suffered by the Buyer that arises under or in connection with the Contract.
- 13.7 If any Information provided by the Buyer to Seller is either incorrect, incomplete or misleading and Seller uses such Information, the Buyer will waive any claims it has against Seller for any losses the Buyer incurs as a result of Seller not performing its contractual obligations and indemnify Seller in full against all losses, costs or liabilities Seller incurs in connection with a Third Party claim Seller receives, to the extent that Seller would not have suffered such losses, expenses, costs or liabilities if the Information provided by the Buyer had not been incorrect, incomplete or misleading.
- 13.8 The Buyer will indemnify Seller for all losses, costs or liabilities Seller incurs in connection with any claim that Seller receives from any affiliate of the Buyer in connection with the Contract.


### 14. HARDSHIP/FORCE MAJEURE

- 14.1 The Seller may suspend the execution and/or withdraw from the Contract if performance is objectively impossible or unduly burdensome because of unforeseeable events beyond Seller's control, such as for example;

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strikes, labour disputes accidents, explosions, boycott, lockout, fire, war, civil war, riots, revolutions, requisitions, embargo, energy blackout, pandemics, flood, acts of omissions of law or government, acts of terrorism, delay or failure to supply of its suppliers, equipment or essential equipment breakdowns, and other similar to those listed above.

#### 15. LAW AND JURISDICTION

- 15.1 The Contract, and any non-contractual obligations arising out of or in relation to the Contract, shall be governed by and construed in accordance with the laws of Norway. However, the parties agree that these terms and conditions prevail provisions set out in the Norwegian Sale of goods Act 1988 or other relevant Norwegian act.
- 15.2 Any dispute arising out of or in relation to the Contract will be resolved in Sør-Rogaland county court.