

TERMS & CONDITIONS OF SALES Terms and Conditions of Sale Version 280226

Scope of Application.

The following terms and conditions of sale and delivery apply to all offers, sales, and deliveries from Protototal AS (hereinafter referred to as the "Seller"), unless otherwise agreed in writing.

Quotations.

Written offers from the Seller are only binding if they are accepted in writing within 30 days of the date of the offer. Otherwise, the offer is considered lapsed. Verbal offers are not binding unless the Seller sends a written order confirmation to the Buyer. The terms specified in the order confirmation shall then apply.

For custom-produced goods, the Seller reserves the right to change the offer in any respect until the Seller's final approval of the Buyer's draft or original material is provided.

Prices.

All stated prices are in Norwegian Kroner (NOK) unless otherwise specified and are exclusive of Value Added Tax (VAT) and any other sales taxes.

When ordering quantities other than those stated in the offer, the Seller reserves the right to change the price and delivery time.

The Buyer is obliged to accept price changes up until delivery resulting from documented increased costs for the Seller, including price increases from the Seller's suppliers, changes in customs duties, taxes, fees, raw material prices, and the like.

If the Seller's costs increase due to circumstances on the Buyer's part, the Seller may claim compensation for this. Discounts are only granted if agreed upon in writing.

Terms of Payment.

Payment terms are net cash upon the Buyer's receipt of the goods, unless otherwise agreed in writing in the order confirmation or invoice.

If the Buyer does not pay on time, late payment interest is calculated according to the current applicable rate (currently 2% per commenced month). Agreed discounts are only granted if payment is made on time.

If delivery is postponed due to the Buyer's circumstances, the Buyer is obliged to make any payment to the Seller as if delivery had occurred at the agreed time.

In case of uncertainty regarding the Buyer's ability to pay, the Seller is entitled to demand advance payment or security. In the event of the Buyer's default, the Seller is entitled to cancel previously given commitments regarding payment deadlines.

Offsetting non-matured or disputed claims may only be carried out by the Buyer if the Seller has given written acceptance for this.

Ownership Reservations.

The Seller retains a purchase money security interest (retention of title) in the delivered goods until the entire purchase price, including freight, fees, and any interest, is paid in full. The Buyer does not have the right to offset any counterclaims.

Delivery.

Delivery takes place from the Seller's business address (Ex Works), regardless of whether the Seller arranges transport to the Buyer by separate agreement. In such cases, the Buyer pays freight from the place of delivery as well as costs associated with the shipment.

Delivery time is stated by the Seller to the best of their judgment. In the event of changed circumstances, the Seller has the right to postpone delivery but must notify the Buyer without undue delay.

If a delay is due to force majeure, the delivery time is extended by the duration of the obstacle. Both parties may cancel the agreement without liability if the obstacle lasts for more than 2 months.

If delivery has not taken place at the latest 2 months after the stated time, the Buyer may give written notice of cancellation if delivery does not occur within 14 days after the notice is received.

Complaints.

Defects arising from incorrect use, unusual stress, or normal wear and tear are not covered by the Seller's liability.

The Buyer shall inspect the goods immediately upon receipt. Complaints must be made in writing within 8 days of receipt.

If the Buyer does not file a complaint in a timely manner, the right to claim the defect is lost. The Seller may, at its own discretion, remedy the defect or perform a redelivery.

For other remedies for defects, reference is made to the general rules of the Norwegian Sale of Goods Act (Kjøpsloven). Tampering with the goods without the Seller's consent exempts the Seller from any liability.

Returns.

As a general rule, goods are not accepted for return. Any return must be agreed upon in writing in advance.

Return shipments must be in unbroken original packaging with reference to the invoice number. The Seller reserves the right to charge a return fee.

Custom-produced or specially procured goods are never accepted for return.

Warranty.

The Seller provides no warranty unless specifically agreed upon in writing.

Limitation of Liability.

The Seller disclaims liability for indirect losses, including operating losses, loss of profit, loss of time, or losses resulting from the customer's loss toward a third party.

The Seller's liability is in any event limited to the invoice value of the relevant item.

The Seller is not responsible for non-performance due to circumstances beyond the Seller's control (force majeure).

Product Liability.

To the extent that nothing else follows from mandatory statutory provisions, the following applies regarding the Seller's product liability:

The Seller is not liable for financial loss that is not a consequence of personal injury or property damage covered by the Seller's liability.

The Seller is not liable for damage to real estate or personal property, nor is the Seller liable for operating loss, loss of profit, or other indirect losses or damages.

The Seller is only liable for personal injury caused by the delivered products if it can be documented that the damage caused is due to errors or negligence committed by the Seller.

Governing Law and Jurisdiction.

Any disputes between the parties shall be settled according to Norwegian law. The venue is agreed to be Trøndelag District Court.

Deviations.

These conditions can only be deviated from by written agreement between the parties.