

## **General Conditions for Sale and Delivery – Servi Group**

**(Revised 14.10.2022)**

The present General Conditions for Sale and Delivery shall apply to all sales and deliveries from Servi Group unless varied, wholly or partially, by written agreement between Servi Group and the purchaser.

### **1. Agreement Documents**

The following documents shall be deemed to form and be construed as part of the agreement between Servi Group and the purchaser:

- These General Conditions for Sale and Delivery
- The order confirmation, including technical specifications, descriptions and contract drawings referred to in the order confirmation.
- NL 17
- NLM 19 with accompanying contract forms

If the agreement documents contain provisions that contradict each other, they shall apply in the order indicated above, except the order between NL 17 and NLM 19 where the order confirmation specifically states which of these conditions that shall apply.

### **2. Offer and Confirmation**

Prices offered are valid for 30 days from the date the offer is sent, unless otherwise specifically agreed between the parties.

Servi Group are under no obligation to deliver until the order has been confirmed in a written order confirmation.

Servi Group reserves the right to adjust the prices according to currency fluctuations.

### **3. Payment**

The purchaser shall pay within the time limit specified in the order confirmation. The agreed time limit for payment is made under the assumption of acceptable credit risk for Servi Group. If the purchaser's credit rating changes or other circumstances calls for a change in the terms of payment, Servi Group reserves the right to change the terms of payment.

The purchaser is not entitled to retain whole or parts of the payment in the event Servi Group is liable for a product defect. The purchaser shall pay the invoice in full, also when claims for defects are handled according to section 7 below. Servi Group

will credit the relevant part of the delivery in the event that defects are not remedied, or substitute products are not delivered.

Delivery of and payment for the final documentation shall be agreed upon for each order and will be specified in each order confirmation.

If the payment for the final documentation is included in the price of the product, a maximum of 5% of the invoiced value can be withheld until the final documentation is delivered.

#### **4. Retention of Title**

The delivered product(s) remain the property of Servi Group until the delivery is paid for in full.

The purchaser is not entitled to resell or incorporate the product with other products before Servi Group has received full payment.

#### **5. Title to Drawings and Documentation and Software**

Title to all drawings and documentation delivered remain with Servi Group. The purchaser is obligated to ensure that all drawings and documentation received are treated confidential and shall not be disclosed to a third party without Servi Group's written permission.

The purchaser is entitled to use drawings and documentation to the extent necessary for installation, operation, and maintenance of the delivered product(s).

The purchaser is not entitled to do any changes, adjustments or updates in vendor software or sublicensed software included in the delivered product(s). If needed, such services shall be specifically agreed between the parties or shall be included as part of a Service and Maintenance Agreement.

#### **6. Cancellation**

In the event of cancellation of an order the purchaser is obligated to cover all costs for work already performed in relation to the order and all costs incurred by Servi Group as a result of the cancellation.

In addition, the purchaser shall pay a cancellation fee of 5% of the total value of the cancelled part of the order confirmation.

## **7. Liability for Defects. Warranty**

Servi Group's liability is limited for defects that appear within a period of 12 months from the date of delivery. For partial deliveries the warranty period starts from the delivery date of each delivery. Servi Group reserves an absolute right to remedy defects or carry out substitute deliveries before the purchaser is entitled to claim other remedies for defects.

Servi Group's total aggregate liability for defects shall be limited to 20% of the total value of each order confirmation. The limitation includes internal costs for the remedy, substitute deliveries and direct payments to the purchaser. Nevertheless, there will be carried out substitute deliveries for defect components without considering the limitation of 20 %.

The purchaser shall cover any additional costs for remedying a defect which incurs when the product(s) is located elsewhere than Servi Group's home country.

## **8. Extended Warranty**

If Servi Group and the purchaser enters into a separate Service and Maintenance Agreement for the product(s) under this agreement, the warranty period as described in article 7 can be extended to 24 months from the date of delivery.

The Terms and Conditions for such Service and Maintenance Agreement are specific for each product(s), as indicated in (insert link to relevant terms and conditions),

During any ongoing Service and Maintenance Agreement all defects will be remedied regardless of the limitation of liability in this agreement. In these cases, the purchaser will only be charged costs for parts and components which are replaced.

If the parties enter into an agreement for a full overhaul of product(s), Servi Group will offer a corresponding "new warranty" as described in this article 8, provided that a renewed Service and Maintenance Agreement is also entered into for the product(s).

## **9. Return of Discarded Products**

In order to ensure compliance with an extended producer responsibility Servi Group offers the purchaser to return any discarded product(s) to Servi Group by the end of the product(s)' life cycle or if the product(s) for other reasons is taken out of use, to ensure responsible waste management, re-use and recycling.

## **10. Limitation of Liability**

Servi Group shall have no liability for indirect losses, including but not limited to loss of production, loss of profit, damage caused by the product to any immovable or movable property and any other consequential economic loss.

Servi Group's total aggregate liability shall be limited to 20% of the total payment for each order confirmation.

For deliveries valued over 10 MNOK Servi Group's total aggregate liability is limited to 2 MNOK.

## **11. Sanctions and Export Controls**

The purchaser represents and warrants that it will comply with all applicable Sanctions and Export Control Laws under Norwegian law, in its performance of the Agreement, including, but not limited to, by obtaining all required government licenses for the export, re-export, import or transfer of items (goods, technology or software) pursuant to this agreement.

The purchaser shall provide Servi Group with information on Export Controlled Items, including export control jurisdiction and classification of Export Controlled Items and copies of any export/import licenses, end user certificates, and any information supporting applicable exceptions to licensing requirements, related to items furnished or activities undertaken pursuant to the agreement.

The purchaser shall in any case provide Servi Group with end user certificate for all exported items pursuant to this agreement.

## **12. Disputes**

Any dispute, controversy or claim arising out of or in connection with this agreement, shall be governed by Norwegian law.