

## **General Conditions for Purchase - Servi Group**

**(Revised 06.11.2020)**

These General Conditions for Purchase shall apply to all purchases from Servi Group unless varied, in whole or in part, by written agreement between Servi Group and the seller.

### **1. Agreement Documents**

The following documents are a part of the agreement between Servi Group and the seller:

- These General Conditions for Purchase
- The purchase order, including technical specifications, descriptions and contract drawings referred to in the same
- NL 17

If the agreement documents contain provisions that contradict each other, they shall apply in the order given above.

If the seller uses or refers to other general or special delivery conditions in order confirmations or invoices, these deviations are without effect for the purchase unless this has been expressly agreed in written agreement between Servi Group and the seller.

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

Prices offered are valid for 90 days from the date the offer is sent, unless otherwise specifically agreed between the parties.

Servi Group are under no obligation to purchase until the order has been confirmed in a written purchase order. Issued purchase order must be confirmed within 2 days.

If seller's offer indicates a different item number than the one requested, this must be notified separately by the seller and confirmed by Servi Group before the order is executed.

### **3. Payment**

Payment shall be made in accordance with the deadline specified in the purchase order.

### **4. Title to Drawings and Documentation**

Title to alle drawings and documentation delivered to seller remain with Servi Group. The seller 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 seller is entitled to use drawings and documentation to the extent necessary for the completion of the delivery.

After the delivery has been completed, the seller is obliged to return all received documentation, or to properly destroy it.

#### **5. Cancellation**

Servi Group has the right to cancel the purchase order, wholly or partially, at any time in exchange for covering costs incurred by the seller for the work already performed and other documented direct costs related to the cancellation.

#### **6. Delay**

Delivery shall take place at the place of delivery and on the terms for delivery specified in the purchase order.

The seller shall immediately notify Servi Group in writing if there is reason to believe that the agreed delivery time cannot be met. The notification shall state the reason for the delay and the assumed new delivery time. If the seller fails to give such notice, the seller shall cover all Servi Group's costs that could have been avoided if such notice had been given.

Upon delay which with a reasonable degree of probability can be expected to exceed 7 days, Servi Group reserves the right without any further liability to cancel all or parts of the purchase order.

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

The seller guarantees that the delivery meets the agreed specifications, and that the delivery otherwise is free from defects. The seller is responsible for all defects that appear during a period of 12 months after delivery.

If defects in the delivery cause Servi Group consequential damages or additional costs for remedying a defect, the seller is responsible for such costs, limited to the total value of the purchase order.

#### **8. Disputes**

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

The parties agree to Follo District Court as venue for all claims arising out of or in connection with this agreement.