

## GENERAL TERMS & CONDITIONS – SUPPLY OF PRODUCTS

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### 1. VALIDITY

1.1 These Conditions apply to Product supplies and/or services related to product supplies made by Wagner Fire Safety AS (as The Supplier) to The Purchaser and must not be varied without the prior written agreement of The Supplier.

1.2 No agreement or order, nor variation of the same, will be binding unless expressly confirmed by The Supplier in writing.

1.3 Unless specifically accepted by The Supplier in writing, any terms & conditions presented by The Purchaser will not apply.

1.4 Where any discrepancies or ambiguities arise between these General terms & Conditions and the terms stated in The Suppliers order acceptance – the later will apply.

### 2. QUOTATION VALIDITY

2.1 Unless expressly stated otherwise, quotations are valid for a period of 30 days from issue.

### 3. SCOPE OF CONTRACT

3.1 The Order acceptance shall define the scope of the contract.

### 4. CONTRACT SUM

Unless otherwise agreed prices will be those ruling at the time of despatch.

4.1 The Supplier reserves the right to adjust or amend the agreed prices in the following circumstances:

- Design modifications required due to changes in statutes or regulations during the period of contact.
- Design dates subsequently extended for reasons beyond our reasonable control.
- Agreed changes in the scope of the contract.
- Errors, omissions, or inaccuracies attributable to the Purchaser which involve The Supplier in additional expense.
- In accordance with any jointly agreed contact price adjustment formulae.
- In case of any sudden Exchange rate variations influencing on the cost of Products.

4.2 Unless otherwise agreed, the Prices are net, ex works. In the case of Exports the Purchaser shall be liable for all taxes, fees, customs, duties and other charges unless otherwise stated in the quotation. Where the contract price includes packing, car-

riage, insurance and other ancillary costs, The Supplier reserve the right to adjust prices should the tariffs on which they are based be modified.

4.3 Value added Tax will be added at the appropriate rate effective at the date of invoice.

### 5. TERMS OF PAYMENT

5.1 No deductions for cash discount, expenses, taxes or duties of any kind shall be permitted.

Payment must be made as follows:

- Normal payment terms are net 30 days from date of invoice.
- No discount for prompt payment is allowed.
- Unless otherwise confirmed in writing no special payment terms will apply.

The Supplier reserve the right to suspend deliveries where invoices are not paid when falling due. Payment for partial consignment shall be made proportionately to each individual consignment.

5.2 Payment shall not be withheld, offset or reduced on account of complaints, claims or counter-claims by the Purchaser unless previously agreed in writing.

5.3 Payment shall become due where goods are available for despatch, but where shipment is being delayed by the Purchaser or on the purchaser's instructions.

5.4 In the event of the goods being available for dispatch and delivery is delayed by, or at the order of the purchaser, The Supplier reserve the right to apply storage charges where appropriate.

5.5 If the payment is not received at due date, The Supplier shall be entitled to charge interest on the amount due from that date, until the date the payment has been made in full at the rates defined by the Norwegian Government according to the EU Late Payment Directive on a day-by-day basis on all accounts remaining unpaid after the expiry date. The liability shall be without prejudice to all other remedies available under contract or statute for non-payment. Time for payment shall be of the essence to the contract in the event of payment being delayed for more than seven days The Supplier shall be entitled to seek remedy as appropriate and shall not be liable to the Purchaser for non-delivery or non-performance.

5.6 Where Progress Payments have been agreed, payment is to be made as agreed, against invoices and proof of the value of materials or services supplied. In the event of Progress payments being delayed for more than 14 days beyond presentation of the properly certified documents, The Supplier reserve the right to suspend further deliveries or services without notice. Where Preliminaries are included in the contract, The Supplier reserve the right to claim payment progressively in proportion to that part of the contract which has been completed.

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## 6. TECHNICAL DOCUMENTS

6.1 Unless expressly certified, technical documents, drawings, descriptions, illustrations etc serve as an approximate indication only. The Supplier reserve the right to make any alterations considered necessary without prior notice.

6.2 Copyright in all technical documents remains with The Supplier and such documents may not be copied, reproduced or communicated to a third party in any way whatsoever, nor used for the construction of the goods in whole or in part unless agreed by The Supplier in writing.

6.3 Technical documents accompanying tenders, which do not result in an order, are to be returned immediately to The Supplier.

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## 7. DELIVERY REGULATIONS

7.1 The Purchaser shall advise of the relevant statutory and other regulations relating to the delivery of the goods.

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## 8. TESTING

8.1 Products are tested before despatch in accordance with standard test procedures and at The Suppliers expense. Where more extensive testing or witness testing is required, such tests must be agreed in writing and will be conducted at the Purchaser's expense. If, for reasons beyond WNO's reasonable control, such tests cannot be carried out within the specified time and characteristics to be determined by such tests shall be deemed proven.

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## 9. DELIVERY

9.1 The delivery period commences upon confirmation of your order and completion of the order critical documentation or permits.

9.2 Delivery dates are provided in good faith but without acceptance of responsibility or liability for consequential loss or damage arising through possible delays of the delivery.

9.3 When shipment is consigned by the Suppliers Carrier, on delivery the Purchaser's authorised signatory should sign for goods as not examined. Where there is obvious loss or damage, goods should be signed accordingly. In the event of partial loss or damage the Purchaser must (a) within 3 days of delivery notify the Supplier in writing. (b) within 7 days of delivery, make a claim against the Supplier. In the event of non-delivery, the Purchaser must provide notice in writing within 21 days of dispatch date.

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## 10. RISK, TRANSPORT AND INSURANCE

10.1 Risk in the goods shall pass upon delivery even if carriage is paid CIF, FOB or similar.

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## 11. GUARANTEE AGAINST THE DEFECT

11.1 The Supplier undertake upon written request to repair or replace at our discretion, any parts demonstrably damaged or unserviceable due to faulty design, poor workmanship or inferior material. Replaced parts shall become the property of The Supplier. Any defects arising within the specified period of guarantee must be notified in writing immediately upon becoming apparent.

11.2 The Supplier shall bear only the costs of repairing or replacing such defective parts in our factory. If for reasons beyond the reasonable control of the Supplier, these parts cannot be repaired or replaced, any additional costs arising shall be borne by the Purchaser.

11.3 The guarantee period shall be 12 months from receipt of goods by the Purchaser or 12 months from the date of final commissioning, provided that commissioning is carried out (either by the Supplier or by a qualified technician approved by The Supplier) no later than 12 months after receipt of the goods. Where goods are available for dispatch but delayed by or on the order of the Purchaser, they will be retained (in accordance with clause 5.4) and the guarantee period may be extended to a maximum period for 18 months from notification that the goods are available for dispatch.

11.4 The guarantee does not cover fair wear and tear, improper maintenance on the part of the Purchaser, failure to observe operating instructions, excessive loading, force majeure, unsuitable environmental conditions, corrosive atmosphere, dust, moisture electromagnetic disturbances, static discharge, unsuitable materials, incorrect or unsuitable installation or where the goods are used on an unsuitable system.

11.5 The guarantee will be rendered void if the Purchaser or a third party undertake alterations or repairs to the goods without the written consent of the Supplier, or if appropriate and immediate steps are not taken to prevent damage from becoming more serious and enable the deficiency to be remedied.

11.6 The Supplier accept no liability for finished goods or articles not of their manufacture but will pass the benefit of guarantees of such goods so far as may be possible to, and at the Purchaser's expense.

11.7 The purchaser shall have no right to claim damages or to cancel the contract by reason of deficient goods or workmanship.

11.8 The purchaser should seek the advice of The Supplier regarding any particular application of the devices.

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## 12. LIABILITY

12.1 The Supplier do not exclude or restrict liability for death or personal injury to the extent that the same arises from the negligence of The Suppliers employees, and except where the contract is related to supplies or services to a person, organisation or corporate body whose place of business is outside Norway and such contract is to be effected outside Norway. In respect of such contracts, legal liability for death and personal injury resulting from such negligence shall be restricted to a maximum sum (inclusive of liability, if any, under clause 12.2 below) of 500.000 NOK.

12.2 Subject to clause 12.3 below, liability is accepted for direct physical damage to the Purchaser's property during the period of the contract resulting from the negligence of The Suppliers employees. Such liability shall not exceed the contract sum or 500.000 NOK, whichever is the lower amount.

12.3 The Supplier shall not be liable for any indirect or consequential loss/damage nor third party claims, economic loss, loss of expected savings, loss of profit, revenue, goodwill or business howsoever caused.

12.4 The Supplier shall not be liable for damage caused by the Purchaser, his employees, agents or sub-contractors even when directed or supervised by The Suppliers employees, where their negligence in issuing instructions or exercising supervision is demonstrably the cause of damage.

12.5 The Purchaser agrees that except to the extent provided in clauses 12.1, 12.2 and 12.4, The Supplier shall not in any event be liable (whether in contract or in tort) for any loss, damage or injury arising out of or in connection with the subject matter of the contract.

12.6 Both the Purchaser and The Supplier agree that the provisions of the clause (12) as set out above are fair and reasonable in relation to the contract sum. The Purchaser is responsible for arranging insurance coverage at the Purchaser's expense for the risks of damage, loss or liability excluded by the foregoing provisions. The Purchaser is also advised to arrange insurance coverage against loss due to fire, theft, earthquake and other such risks (including consequential loss) as maybe considered appropriate in the circumstances of his business.

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## 13. PROPERTY RIGHTS

13.1 Property of all goods and services supplied by The Supplier shall remain with The Supplier until the contract sum has been paid in full.

13.2 Risk in the good shall pass to the Purchaser upon delivery (according to delivery terms).

13.3 Where sums are overdue in whole or in part The Supplier

reserves the right, including the right of entry to the Purchaser's premises, to recover or resell the goods or any of them.

13.4 Payment of the contract sum shall become due immediately upon commencement of any act or proceeding in which the Purchaser's solvency is involved.

13.5 If any of the goods, where the property in which rests with The Supplier, have been incorporated in or used as material for other products before such payment, The Supplier shall be entitled to remove and recover them, save such as are no longer readily identifiable as a result of their incorporation in other products, and may enter the relevant premises at any time for such purpose.

13.6 The rights of The Supplier under sub-clauses 12.2 and 12.4 are in addition to and without prejudice to any other rights under these conditions or as may be available under recourse to law.

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## 14. INDUSTRIAL PROPERTY RIGHTS

14.1 Claims arising from the infringement of trademarks, patents or other intangible rights are excluded from the guarantee.

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## 15. CANCELLATION OF CONTRACT

The Supplier shall undertake no liability in the event that they are prevented from carrying out any provision of the contract for any reason beyond their reasonable control including (but without limitation) Acts of God, legislation, war, fire, drought, failure of power supply, lockout, strike, or other action taken by employees in contemplation or furtherance of a trade dispute. In such circumstances The Supplier shall be entitled to withdraw from the contract entirely or in part as appropriate but shall advise the Purchaser as soon as possible of any likely inability to carry out or complete the contract. The Supplier shall be entitled only to receive fair and reasonable payment for goods supplied and/or work undertaken up to the date of termination under this provision. The Purchaser shall have no right to claim for damages or losses as a result of such termination. The Supplier shall be entitled to determine the order without prejudice to any other rights or remedies which may be available in the event of the Purchaser appointing a receiver, liquidator or administrator, committing an act of bankruptcy, entering into an arrangement with creditors or having a winding up order made against him.

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## 16. PLACE OF PERFORMANCE

The place of performance for both the Purchaser and The Supplier is the registered office of The Supplier, even if delivery is made carriage paid, CIF, FOB or under similar terms. The site of the customer is the place of performance only in respect of the installation/commissioning to be fulfilled by The Supplier.

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## **17. JURISDICTION AND APPLICABLE LAW**

17.1 The jurisdiction for any disputes arising from agreements between the Purchaser and the Supplier shall be the competent court of Norway. The Supplier are also entitled to appeal to the competent court in the Purchaser's country of origin.

17.2 All contracts related to sale of goods or services between the Purchaser and The Supplier shall be governed by and interpreted in accordance with Norwegian Law.

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## **18. INSTALLATION AND/OR COMMISSIONING WORKS**

In contracts where The Supplier undertake any installation and/or commissioning works, additional terms and conditions, available on request, shall apply.