

General Conditions for Sale and Delivery – Servi Group

(Revised 03.11.2020)

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.

If Servi Group is obligated to deliver final documentation, payment for the final documentation shall be invoiced 14 days after the date of delivery of the product. The contract price value for the final documentation amounts to 5 % of the total value of the delivery.

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.

4. Retention of Title

The delivered products 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

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).

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 is located elsewhere than Servi Group's home country.

8. 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.

9. Disputes

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