

# Sales and Delivery Terms for Burkert Norway AS

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## 1. PRELIMINARY

Sales- and Delivery terms applies for all quotes and contracts regarding delivery of products and systems from Bürkert Norway AS (hereby referred as seller), unless other arrangement with buyer is agreed in written.

## 2. QUOTATION

All quotations from seller are unconditional within a given timeframe or until sellers written order confirmation is received by buyer.

## 3. TECHNICAL INFORMATION

Information and descriptions of any kind in brochures, instructions- and manuals, drawings and information about prices and technical data et cetera, is only for guidance and cannot be claimed by buyer, unless it is clearly stated in the order confirmation. Risk and responsibility regarding the sales item and its technical data, fitting the buyers need, rests solely on the buyer.

## 4. DRAWINGS

Drawings, technical descriptions et cetera, that one party leaves to another before or after an agreement, remain the original owners property and must not be copied, reproduced, be given to any third party or used in constraint with the owners interest, without the written consent of the owner.

## 5. PRICE CALCULATION

All sales are done according to the current price per order date. The seller can change prices, in the period between the order confirmation and delivery, with change of the following conditions:

- a. Producers and sub-suppliers prices
- b. Freight and customs
- c. Currency adjustments
- d. Public taxes, fees, et cetera

The same also applies to necessary changes in the way of shipment, in relation to the normal or pre destined. Eventual additional work or mounting will be at own cost. In addition to set price, 25 % value added tax will be added.

## 6. DELIVERY TIME

Specified delivery time is suggested unless permanent delivery time is agreed in written. Delivery time is calculated from order entered. Time of delivery can be pushed in any cases if:

- a. Eventual necessary or public licenses, such as export / import license, or others, is not present.
- b. Seller has not received the necessary, lack of or faulty technical data from buyer.
- c. Buyer has omitted payment according to agreement.
- d. Seller is prevented from delivery due to force majeure

## 7. DELIVERY TERMS

Place of delivery is Skjetten, unless other is specified and confirmed in written by seller.

Seller has no obligation to have any transport insurance, for transport from Skjetten, unless it is agreed upon in specific cases.

If deliveries are postponed due to buyer's conditions, the goods will be stored at cost and risk for buyer

## 8. PAYMENT TERMS

Payment to bank giro: 8101 21 97349.

Buyer will pay Net per 30 days from invoice date, unless other is agreed.

If payment is overdue, buyer will pay interest to the announced interest rate, from due date.

## 9. OWNERSHIP OF GOODS

Seller retains ownership of the goods delivered, until payment is done in full. If for any reason there is a chance of the buyer not being able to make payment, seller can claim payment in advance. If not, seller can cancel any or all orders.

## 10. LIABILITY

If buyer, within a period of 12 months after delivery of the purchased item, has detected any fault, due to material fault or poorly executed work, and that the faults were present at time of delivery, seller must either repair or change the defect part. Sellers duty does not, by any circumstances, exceed the duty of producer or its sub supplier. Seller's duty for improvement relies on:

- a. That claim is reported immediately upon detection
- b. That the damaged item is returned, without cost, to seller. If check of damaged item cannot be at seller's location, seller can claim all expences for doing the check/repair. Changed/repaired parts are seller's property.
- c. That buyer has done maintenance according to regulations/manuals.

Seller's responsibility is not included when:

1. Faulty parts are not a Bürkert product (also spares of another manufacturer).
2. Repairs have been done by other than seller, mounted incorrectly or rebuild by other than seller, that sales item has been fitted with unoriginal parts or that item has been tampered with, without seller consent.
3. Errors that have occurred due to accidental outer events, normal tear, lack of maintenance or reckless use.
4. Errors due to buyer's drawings and guides.

Beyond the stated duties, seller disclaims any risk or responsibility for the sales item, including direct or indirect costs for buyer, by loss or damages.

## 11. RETURN

Goods delivered according to orders or agreement cannot be returned without seller's written consent.

Return will only be approved when accompanied by the following information:

- Order Date
- Seller's reference (Invoice or Packing Note)

Goods that are not stocked with seller will only be approved returned when seller can return to producer (or seller's supplier).

Negotiations about return of goods must be done within 2 months after goods are delivered. Freight and insurance must be covered by buyer. Beyond this seller will return 80 % of bought sum.

System products according to specifications and goods delivered by special design will not be granted return.

## 12. COMPLAINTS

Buyer must check sales item immediately upon receiving the item.

Complaints must be reported immediately. Faults that can only be detected after installation and test run must be reported as soon as the fault has been detected. All complaints must be done in writing.

## 13. BUYER ABUSE

Any delay with regards to payment, producing of documents or other responsibilities that rests upon buyer, is grounds for seller to cancel agreement and claim compensation.

## 14. FORCE MAJEURE

Buyer cannot cancel purchase, demand price reductions, where the delay is due to Force Majeure. Force Majeure will, in this case, be regarded as any hindrance that seller could not foresee, disrupt or overcome, both when hindrance is general and when it only inflicts the seller or the party that seller is reliant on for delivery.

## 15. ARBITRARY

If there should occur any dispute between the parties regarding agreement or contract, it will be decided in Norwegian court.