

# COMMON SALES-, DELIVERY- AND PAYMENT TERMS

## 1. INTRODUCTION

Indicated below conditions concern all consignment and orders, other agreements shall be in writing. Special terms from buyers side, specify in buyers orders is not valid for the business relationship unless we have given the accept in writing.

## 2. OFFERS AND PRICES

Offer submitted without any connections and under conditions of subject unsold. Quote prices is excl. Vat and other taxes as well as any extra charge for noble metal. We have all rights to reserve to without any notice to change the pricelists and in special offers and catalog material. The quote measures and other technical specifications in special offers and in catalogs is guiding character and take no responsibility for typing errors in this material.

## 3. ORDER

The purchase is final when we have confirmed the buyers order or written an order confirmation and or an invoice. All rights reserved to change a given order confirmation if a rate change occurs, price changes, changes in the delivery dates from our suppliers, changes in stock notes for noble metallic (gold, silver, platinum etc.) as well as raw material price increase. And we will take reservation in any obtaining import permit. This concern also continually orders with consideration for possibility changes for part that is not delivered still.

## 4. CANCELLATIONS

The cancellations of orders is not accepted for goods there isn't in stock anymore, or if the goods is special purchase for the customers unless if our suppliers accept the cancellation. All cancellation ascribe too a fee for 15 % of the value of the open order.

## 5. THE DELIVERY

Delivery terms is ex. warehouse and the shipment is on the buyer's bill and risk. In case of no written instructions we will choose transportation and transportation way after our judgement.

## 6. DELIVERY TIME

The written delivery times is approximately estimated and scheduled the best way we can, but we have no responsibility for any results of any delays. The written delivery times is under the reservation for other orders that arrives before accept. Any orders that arrives is subjected to force majeure such as strike, lock-out, war, disturbance, fire, import or export ban, Transport problems, common goods lacks, delay with or shortage of shipment from under supplier on account of the above. We are not responsible in any matter beyond our control. We are not liable for any losses caused by an overdue delivery regardless the reason

## 7. PAYMENT

Terms of payment is 10 days net. cash.

Customer is not entitled to withhold payment on grounds of possible counter claim(s) that have not been acknowledged by ACTE AS, in writing.

In case of overdue payment, an interest rate of two (2) percent will be added to invoice amount at the beginning of every overdue month.

Should customer refrain from complying with payment terms, ACTE AS is no longer committed to further deliveries to customer. For goods not taken by customer within agreement of contract date(s), ACTE AS can elect to sell said goods to third party at customers expense, after advising customer hereof, or place said goods on stock at customers expense and risk.

## 8. RESPONSIBILITY FOR DEFECTS AND INCOMPLETION

Should the delivered goods be defective or otherwise incomplete, accountable to our supplier we will partake to possible extent, the obligation in correcting said defect and/or incompleteness up till one (1) year after date of delivery. Customer's compensation for defects and incompleteness can never exceed the total price of delivered goods. Our commitment is void if goods are exposed to irregular wear and tear, overload, deficient maintenance, incorrect installation, or faulty repair conducted by others than us. Components that have been in use or show signs of have been in use, can not be accepted as defective. All complaints over suspected defects must be in writing and admitted to us no later than eight (8) days after date of delivery. Customer's claim will not be deemed valid after this deadline.

## 9. PRODUCT RESPONSIBILITY

For damages on person and things, in case of errors and defects on delivered products and services, we will be responsible according to the current laws of product liability. In case of loss or damage of data carrier, it does not include our liability to compensate the costs for the damaged data.

## 10. RETURN OF PRODUCTS

Return of the products can only take place by prior arrangement with us. If the return of the product is accepted, the customer will be given a RMA number, after which the customer referring to the RMA number is entitled to return the product in accordance hereby. Products that are returned shall be in the conditions they were brought in, in original and undamaged packaging, if this is not the case we can reject the return of the products.

## 11. SPECIAL CONDITIONS

In case the above mentioned terms does not cover, reference should be made to the Norwegian law of purchasing, law of agreement and law of promotion. Some of our products is fabricated in companies in USA or by companies that is owned by companies in USA, they include an embargo regulation, therefore export cannot take place without a written guarantee from the government of the USA.