

SALES AND DELIVERY TERMS AND CONDITIONS

for

PLA-MEK AS – Company Registration No. 964 837 090

1. Introduction

- 1.1 These Sales and Delivery Terms and Conditions apply to every delivery from Pla-Mek AS, whether Pla-Mek AS acts as manufacturer, purchaser from a third party, or intermediary for products.
- 1.2 These Sales and Delivery Terms and Conditions apply unless the parties have entered into another written agreement which expressly derogates from these Sales and Delivery Terms and Conditions, in whole or in part.
- 1.3 These terms and conditions of sales and delivery may be amended by Pla-Mek AS from time to time. The latest version is always available on our website at www.pla-mek.no. Changes to the terms apply to orders submitted by the Customer after the revised version has been published on our website. Upon the Customer's request, Pla-Mek AS will provide a copy of the current version of these terms and conditions of sale and delivery.

2. Application and Definitions

- 2.1 Pla-Mek AS' delivery may be further specified in an offer and may, in addition to production, consist of needs analysis and requirements specifications based on cooperation with the Customer, preparation of solutions and technical documentation, and offers comprising services, delivery of Mould tools through procurement, completion and handover of Mould tools to the Customer.
- 2.2 Pla-Mek AS is referred to as the "Seller" of the Product.
- 2.3 The "Agreement" shall mean the special terms of the Agreement and these general Sales and Delivery Terms and Conditions, together with any other appendices and agreed amendments or variations.
- 2.4 The "Product" shall mean the products included in Pla-Mek AS' delivery as described in the special terms of the Agreement, the supplier's technical specifications and appendices to the Agreement.
- 2.5 The "Customer" shall mean the entity identified as purchaser of the Product.
- 2.6 Where the word "written" is used in these Terms and Conditions, it shall mean a document signed by both parties, or e-mail, letter or other generally used forms of communication.

3. Product Information and Technical Documents

- 3.1 The Customer bears the risk that the technical data and the Product as a whole are suitable for its needs. Any guidance made available by the Seller to the Customer shall be regarded as information concerning the Product and the use of the Product, and not as specific advice regarding the Product's suitability for the intended purpose.
- 3.2 For deliveries where Pla-Mek AS purchases products or raw materials from a third party, the Customer itself bears the risk that the product or raw material is suitable for its purpose, unless Pla-Mek AS has assumed specific responsibility in writing for quality or suitability. Any third-party assessment of the product shall be agreed separately.
- 3.3 All technical documentation concerning the Product or its manufacture which, before or after conclusion of the Agreement, is handed over by one party to the other shall remain the property of the party that handed it over.
- 3.4 Information and data in brochures, catalogues, price lists, on the internet and in other sales and marketing material are indicative only, and only indicative to the extent the Agreement expressly refers to them. Pla-Mek AS reserves the right to make changes to such material without prior or individual notice.

4. Offers

- 4.1 If the Customer does not wish to accept an offer in its entirety, the Customer shall clearly state in its written confirmation which parts of the offer it wishes to enter into an agreement for.
- 4.2 If prices in an offer do not specify a period of validity, the price shall not be deemed binding, and Pla-Mek AS reserves the right to amend the prices in accordance with the ongoing price changes implemented by Pla-Mek AS.
- 4.3 All prices in offers from Pla-Mek AS are exclusive of value added tax unless otherwise specified.

5. Orders, Delivery and Delivery Time

- 5.1 All orders shall be in writing. Amendments to orders shall also be made in writing.
- 5.2 An agreement for purchase is entered into at the time Pla-Mek AS has sent a written order confirmation or has commenced delivery.
- 5.3 Pla-Mek AS shall, if necessary, be entitled to make partial deliveries of the Product in order to fulfil the confirmed order.
- 5.4 The delivery term is EXW, pursuant to the latest applicable edition of Incoterms. Delivery currently takes place in Sykkylven commune in Norway.
- 5.5 Pla-Mek AS shall be entitled to arrange transport and charge the Customer for costs incurred.
- 5.6 An indicative delivery time is an estimate of Pla-Mek AS' actual delivery time and shall not be regarded as an actual or binding delivery time. A binding delivery time must be expressly stipulated in the special terms of the Agreement.
- 5.7 If Pla-Mek AS considers that the indicative delivery time cannot be met or that delay is likely, the Customer shall be notified thereof.
- 5.8 Pla-Mek AS assumes no liability for either direct or indirect costs arising from delayed delivery, unless this is due to gross negligence on the part of Pla-Mek AS.
- 5.9 If a force majeure event occurs, the delivery time shall be extended by the duration of the force majeure situation. In the case of delivery from a subcontractor, the Customer shall only be entitled to cancel the purchase if the Seller is entitled to invoke a right of cancellation against its subcontractor.

6. Cancellation in the Event of Delay

- 6.1 If the indicative delivery time is exceeded by more than two months, the Customer shall be entitled to cancel the purchase. A claim for cancellation must be made before the Product has been handed over to the Buyer. In the event of cancellation of the purchase as a result of delay, Pla-Mek AS shall not be liable for damages unless this is due to gross negligence.

7. Damages – Delay and Defects

- 7.1 Pla-Mek is obliged to remedy all defects caused by faults in design, materials or workmanship by repair or replacement of the delivery in accordance with the Agreement. The Customer is responsible for all designs of its own product. The procedure relating to approval of the Product is regulated in a separate agreement.
- 7.2 Pla-Mek AS shall not be held liable for defects arising as a result of installation of the Product or incorrect use of the Product.
- 7.3 If the defect is material, the Customer may instead cancel the Agreement by written notice to the Seller. In such case, the Customer may claim compensation for the loss it has suffered, limited upwards to 15% of the contract sum.
- 7.4 If the Seller acts negligently, but the matter does not constitute a material breach of contract, the Seller's aggregate liability in damages to the Buyer for all claims arising out of the same order number, irrespective of cause or legal basis, shall be limited to a maximum of 7.5% of the total value of the deliveries under the relevant order number. This shall apply even if several parts or deliveries are covered by the same order number.

- 7.5 Pla-Mek AS' liability is limited to defects arising within a period of one year from delivery. If the use of the Product exceeds what has been agreed, this period shall be reduced proportionately.
- 7.6 The Seller shall have no liability for defects beyond what is prescribed above. This also applies to any loss the defect may cause, including, for example, loss of operations, loss of profit and other financial consequential losses.
- 7.7 The limitations of liability under this section 7 shall not apply if the loss is due to gross negligence or wilful misconduct on the part of Pla-Mek AS.

8. Notice of defects

- 8.1 The Buyer loses its right to make any claim in respect of a defect or delay unless the Buyer, no later than 30 days after the Buyer discovered or ought to have discovered the defect or delay, gives Pla-Mek written notice specifying the nature of the defect or delay.

9. Invoicing and Payment

- 9.1 Payment terms are cash on delivery or, alternatively, in the case of established customer relationships, in accordance with the due date stated on the invoice or as otherwise separately agreed.
- 9.2 Cash payment or invoicing shall take place in accordance with the order. The invoice shall be dated the date on which the goods are ready for shipment.
- 9.3 Payment terms for invoicing are net 15 days.
- 9.4 The Customer shall not be entitled to set off disputed claims against other orders or contractual relationships, and such claims shall therefore not release the Customer from payment.
- 9.5 If the stipulated payment period is exceeded, default interest shall accrue at the rate applicable from time to time for such interest under the Norwegian Act relating to Interest on Overdue Payments.

10. Title, Seller's Lien etc.

- 10.1 The Customer obtains title to the delivered Product from the time the purchase price, including any costs, interest, disbursements etc., has been paid in full. Until that time, Pla-Mek AS has a seller's lien in the Product.

11. Disputes and Choice of Law etc.

- 11.1 The Agreement is governed by Norwegian law. For matters not specifically regulated in the Agreement, the Norwegian Sale of Goods Act of 13 May 1988 no. 27 (kjøpsloven) shall apply as background law, unless derogated from in the Agreement.
- 11.2 Any disputes shall primarily be sought resolved through negotiations.
- 11.3 Disputes that cannot be resolved amicably shall be decided under Norwegian law, with Sunnmøre District Court as the agreed venue.
- 11.4 These Sales and Delivery Terms and Conditions have been prepared in Norwegian and translated into English. In the event of any discrepancy, inconsistency or conflict between the Norwegian version and the English version, the Norwegian version shall prevail.