



## GENERAL TERMS AND CONDITIONS OF SALE

### 1 INTRODUCTIONS

The general terms of delivery of Ensto Nor AS (the "Seller") is NL 09, with the following exceptions;

- a) Chapter 2 to 5 as described below
- b) Other written agreements between the parties

### 2 CANCELLING OF ORDERS

The purchaser cannot cancel an order that is confirmed by the Seller, unless:

- a) The Seller accepts this in writing, and
- b) The purchaser compensates the Seller for his loss. The compensation shall include all costs that the Seller has incurred or will incur, and which the Seller are not reasonably able to avoid.

### 3 PAYMENT

Payment must be made within 21 days from the date of invoice.

In the event of overdue payment, the Seller is entitled to penalty interest in accordance with the Norwegian Penalty Interest Act.

For orders under net invoice value of NOK 2000,- (excl. VAT) a small order fee of NOK 400,- (excl. VAT) does apply.

The products remain the property of the Seller until payment is made in full.

### 4 GUARANTEE

#### 4.1 CONTENT AND LIMITATIONS OF THE GUARANTEE

The guarantee does not cover defects caused by operating conditions that deviate from what is implied in the contract between the parties or defects caused by improper use of the product. Further, the guarantee does not cover defects caused by faulty maintenance or incorrect installation by the purchaser, alterations undertaken without the Seller's written consent or improperly repairs by the purchaser. Finally, the guarantee does not cover normal wear and tear, as well as defects which are caused by the purchaser.



## 4.2 THE PURCHASERS NOTICE OF DEFECTS IN GUARANTEE MATTERS

The purchaser must report defects to the Seller within the guarantee period, and no later than within one (1) month after the defect was noticed or should have been noticed by the purchaser. The report must be sent by e-mail. The report may also be made by telephone, but a report made by telephone must be confirmed to the Seller in writing by e-mail or by normal mail. The report must specify the product, the date of purchase, the seller, the installer, and the location of the product. The report must also include the contact information of the person submitting the report and a description of the defect or fault. Further, the purchase invoice, the receipt of the purchase, or other corresponding evidence of the purchase and of the date of purchase of the product must be attached to the report.

If the purchaser does not report within the deadlines described above, and with the requirements laid down in this Section 4.2, the purchaser's guarantee claims cease to exist and can no longer be made against the Seller.

## 5 DISPUTES

Disputes related to this contract shall be decided in Oslo pursuant to Norwegian law, and in accordance with the Seller's choice of, either lawsuit before the ordinary courts or through arbitration according to the rules in the Norwegian Arbitration Act.

Oslo, 04.11.2022