

## **Purchase, Terms and conditions for HOH Birger Christensen AS**

(In case of contradiction between the terms in the Norwegian and the English version, the Norwegian text shall prevail.)

### **1. INTRODUCTION.**

These terms and conditions shall apply unless otherwise is agreed in writing between the parties.

### **2. QUOTATIONS AND PRICES.**

Quotations and prices are valid 15 days after the offer was sent from the Seller.

All materials offered ex stock are subject to being unsold on receipt of order. All prices offered are based on prices, freight & insurance rates, import & customs duties applicable on the date of offer. In the event of changes in any of these we reserve the right to adjust our prices accordingly. Whenever a quotation is based in a specific foreign currency rate of exchange, we reserve the right to adjust prices in NOK in line with currency fluctuations until payment is made. However, credit adjustments will not be made for currency changes occurring after the date on which payment is due.

### **3. BUYER'S TERMS OF PURCHASE.**

Buyer's terms of purchase shall apply only if agreed in writing and confirmed by the seller.

### **4. QUALITY.**

The buyer is liable for ensuring that all technical data and the goods in their entirety conform with his requirements and demands. If the goods are ordered without any specification of standards or quality, the goods will be delivered without any guarantee for special quality demands.

### **5. INSURANCE.**

In the case of CIF and CIP deliveries (Incoterms 2000) the seller will insure the goods to the delivery point named in the sales conditions "All risks named in A-conditions" according to Norwegian terms for transport insurance of goods.

### **6. FORCE MAJEURE.**

The seller is not liable for direct an indirect damages due to force majeure. Buyer and seller are entitled to cancel the order (in whole or in part) should the force majeure situation be permanent. If the force majeure situation is temporary, both buyer and seller have a right to postpone the delivery time. If the seller's contractor cancels his contract for any reason whatsoever, the seller has the same right of cancellation with regard to the buyer. If the buyer or the seller wishes to plead force majeure, he must inform the other party of this without undue delay.

### **7. SHIPMENT.**

In the case of delivery terms EXW, FCA, FAS or FOB (Incoterms 2000) where the buyer does not specify the means of transportation, the seller may choose such transportation at his own discretion. In the case of CIP, CPT, DAF, DES, DEQ, DDU or DDP (Incoterms 2000) deliveries the seller is free to select the means of transport.

In the case of deliveries direct from the manufacturer, the delivery time is the ex works date, based on information from the manufacturer, and is not the sellers liability.

## **8. PACKAGING.**

Packaging is non returnable unless otherwise is agreed.

## **9. PAYMENT.**

Standard terms of payment are 30 days net. Payment is considered fulfilled at the moment the payment is available at the Seller's account. The buyer will be charged interest on overdue accounts at the current rate for overdue payments. A pending insignificant claim does not exempt the buyer from paying by the date in which settlement is due. Acceptances, cheques and other payment orders are not considered payment before they are fully redeemed.

## **10. SELLER'S LIEN - OWNERSHIP.**

In accordance with Section 3-14 and 3-22 of the [Norwegian Act on Mortgages](#) the seller retains a lien on (ownership of) to the goods delivered until the purchase price, including interest and other charges, are paid in full.

## **11. DEFECTIVE DELIVERY.**

The seller is not liable for damages or losses ensuing from the use of goods delivered or for other indirect losses such as working expenses, daily penalties compensations, incurred damages, loss of rent, or damage to person or property caused by the goods, unless deficiency of the goods can be traced to intentional or gross negligence on the part of the seller, and where the buyer can show an adequate causal link between the deficiency claimed and the damage incurred.

## **12. CLAIMS.**

Claims regarding:

- a) transportation damage and/or insufficient number of packages shall be made in writing immediately upon receipt of goods. The buyer must document such damages or insufficiencies to the appropriate freight forwarder.
- b) insufficient contents of packaged goods shall be made in writing to the seller immediately on receipt of the goods and no later than 8 days after arrival, specifying the discrepancies.
- c) defective goods must be reported as soon as possible and no later than 8 days after the discovery is made or ought to have been made, and under no circumstances later than 1 year after receipt of goods.
- d) delayed delivery shall be made in writing to the seller immediately and not later than 8 days after delivery should be performed.

The claim will be effective if it has been received at the Seller's office within the agreed time period.

## **13. RETURNS.**

The seller will not accept the return of goods unless this has been agreed with the buyer. Specially ordered goods not stocked by HOH BIRGER CHRISTENSEN AS will only be accepted in return if the supplier has consented to such a return. The goods must be in the same condition as they were upon delivery and in their original packaging where this is used. Goods of the same type are to be sorted in the same way as when delivered from our stocks. A return fee will be considered in each case individually, but if the return is not due to deficiencies in the goods or the delivery, a minimum return fee of 20% will be charged.

#### **14. RELATION TO OTHER GENERAL CONDITIONS.**

The General Terms and Conditions of the Heating, Ventilation and Sanitary Technology Industry ([FL-VVS 2001](#)) shall apply in the absence of any regulation in this agreement. In the case of contradicting terms, the regulation in this agreement shall prevail.

#### **15. JURISDICTION AND VENUE**

This agreement is governed by Norwegian law, and disputes arising from this agreement shall be solved in accordance with Norwegian legal procedure. Disputes between the parties shall in the first place be tried to be solved through negotiations. If an agreement is not achieved, the dispute will be forwarded to the ordinary courts for litigation. Venue is the seller's court of domicile, unless invariable rules in the Norwegian Civil Procedure Act or other legislation prescribes a different venue.