



# Terms and Conditions of Sale

## Supplementary Terms & Conditions

With the addition of the below amendments and additions, the general terms and conditions Orgalim S2022 shall apply to all deliveries from Fluid Control Service as (*Fluid Control*), unless the parties' express deviations from them by special agreement.

### 1. Terms and Conditions (T&C)

1.1 T&C incorporate the following:

- a) these terms and conditions set out in clauses 1 to 10,
- b) the Quotation and Technical Specification,
- c) any additional documents which the parties expressly,
- d) agree in writing are to be subject to these T&C ("Additional Documents") and
- e) Orgalim S2022 General Conditions for the Supply of Mechanical, Electrical and Electronic Products. Copies of the Orgalim Terms are available on request from Fluid Control.

1.2 Any purchase order ("Purchase Order") issued by the Purchaser for products and services is a contractual offer, subject to these T&C. Fluid Control may commence supply upon receipt of a Purchase Order and may confirm the Purchase Order to the Purchaser in writing within seven (7) days of receipt of the Purchase Order. A Contract is formed by the supply of the Products and Services or the issue of a confirmation by Fluid Control whichever is the earliest.

1.3 These T&C (together with the documents referred to in clause 1.1 above) shall be considered to be a Contract for the purposes of the Orgalim Terms. The defined terms in the Orgalim Terms shall have the same meaning when used in these T&C, unless specified otherwise. The definitions used in these T&C do not affect the definitions in the Orgalim Terms.

1.4 In the event of any conflict, ambiguity or inconsistency between the documents referred to in clause 1.1, then the following order of precedence applies:

- a) these terms and conditions,
- b) the Quotation,
- c) the Technical Specification,
- d) Additional Documents,
- e) Orgalim S2022 (as modified as described herein).

The foregoing is the exhaustive list of documents forming the Contract and no other terms and conditions proposed by the Purchaser (such as those appended to a subsequent purchase order) shall apply to the supply of the products and services.

## **2. Offers**

Offers and prices shall be submitted subject to prior sale and shall be in force for 60 days.

## **3. Prices**

The price is exclusive of any expenses on material, transport, VAT, excise and other similar taxes, fees and surcharges that are legally or by custom borne by a purchaser of goods or services and any applicable customs duties and the like, all of which shall be borne by the Purchaser.

## **4. Delivery**

Delivery shall be Ex Works (Incoterms 2012) Fluid Control's address unless otherwise agreed between Fluid Control and the buyer.

## **5. Time for delivery**

As a rule, listed delivery time is a guideline. However, Fluid Control aims at compliance with all delivery deadlines and shall immediately inform the customer of any and all delays in delivery. Time of delivery runs from the date on which the final order is received by Fluid Control and when all information necessary for the completion of the delivery is in Fluid Control's possession.

## **6. Payment**

Unless otherwise agreed in writing the total invoice amount shall be due 30 days after the date of invoice. Any and all defects and minor delays in delivery shall not warrant the withholding of any part of the payment. In the event of delayed payment, interest and charges are added. Furthermore, any and all delays in payments shall give Fluid Control the right to hold back further delivery and shall release Fluid Control from all other contractual rights and obligations.

## **7. Warranty and Liability for defects**

7.1 Fluid Control shall not be liable for any defects to the extent that

- a) the defect has been caused by non-compliance with the reasonable instructions of Fluid Control and its Suppliers,
- b) the defect has been caused by unauthorized work or modifications undertaken in relation to the products,
- c) the Products and/or Services have been provided in accordance with the Purchaser's own specification,
- d) the product has not been appropriately stored or transported by any party other than the Fluid Control or its subcontractors or
- e) in relation to Services only, where any part of an installation or commissioning has been conducted by anyone other than Fluid Control or any Fluid Control subcontractor.

7.2 Where a valid warranty claim is made in relation to equipment, Fluid Control will, in its sole discretion, decide whether to repair or replace the relevant component or item of said equipment and the location where such repair or replacement is to take place.

7.3 Only the Purchaser may make a claim against Fluid Control in relation to the products and/or Services. The Purchaser may not assign or transfer the benefit of the warranty to any third.

7.4 The Purchaser will notify Fluid Control immediately in writing in relation to any defect in any safety critical system or component supplied by Fluid Control and will provide (or procure the provision of) unhindered access to the critical system and/or component to Fluid Control and its subcontractors to assess and rectify any defect with such safety critical system and/or component.

**8. Limitation of liability**

Under no circumstances shall Fluid Control be liable to the Purchaser for any of the following types of loss or damage arising under or in relation to these T&C or any Contract (whether arising from breach of contract, misrepresentation tort (including but not limited to negligence), breach of statutory duty, or otherwise:

- a) any loss of profits, business, contracts, anticipated savings, goodwill, or revenue, any wasted expenditure, or any loss or corruption of data (regardless of whether any of these types of loss or damage are direct, indirect or consequential); or
- b) any indirect or consequential loss or damage whatsoever, even if Fluid Control was aware of the possibility that such loss or damage might be incurred.

**9. Returning of goods**

Products returned are only to be accepted according to prior written agreement. A fee of 20 per cent of the invoice amount shall be charged.

**10. Disputes**

10.1 This agreement shall be governed by the laws of Norway.

10.2 All disputes arising out of or in connection with this Agreement shall first be attempted to be settled through negotiations. If the parties fail to settle the case, the dispute shall be submitted to the courts of Norway.

10.3 The venue for any court proceedings under these Terms & Conditions shall be Sør-Rogaland tingrett.