

**Parties:**

In this document, *the Buyer* is the person, the business or the institution who places an order with the Seller and to whom the order confirmation is sent.

In this document, *the Seller* is Restech Norway AS or Restech Asia Ltd.

**Offers:**

All offers made must be confirmed by the Buyer unless otherwise agreed in writing. The sale is only binding on the Seller when there is a written order (contract), or in case of a written acceptance of the offer from the Seller.

**Time of delivery:**

The stated time of delivery in days, or if stated with a date, in the offer, is an estimate from the Seller, and is confirmed in the order confirmation from the Seller. The confirmed time of delivery is the day on which the article is sent from the Seller's facility or made available for the Buyer at the agreed facility according to the delivery terms (Incoterms 2010). Delayed delivery does not form the basis of any annulment, compensation or daily penalty unless a special agreement has been made. However, the Buyer shall be notified of any change in the time of delivery without undue delay.

**Delivery and responsibility:**

Delivery and responsibility occur according to the offer and the order confirmation and comply with the Incoterms 2010. Unless otherwise agreed, the sale is EXW Restech Norway AS (Incoterms 2010). In cases where the Buyer wants the Seller to organise the shipment and/or insurance, this must be agreed in writing and invoiced accordingly.

**Packaging:**

Packing takes place according to the Seller's routines and systems. If the Buyer requires any special packaging, this shall be agreed during the purchasing process.

**Order confirmation:**

The Buyer is obliged to check the order confirmation from the Seller. In case of any deviation, the Seller shall be contacted without delay to correct the error. The specifications given in the order confirmation are the Seller's understanding of the order and cannot be changed without mutual agreement by the parties. In case of any changes to or annulment of the order, the Seller may demand compensation related to this.

**Customs duty, charges and exchange rates:**

Offers and order confirmations (contracts) are based on the customs duties, charges and tax rates applicable at the time the offer/order confirmation was made. If any significant changes should occur ((+/- 4 %), both the Seller and Buyer may claim the right to renegotiate the price.

**Intellectual property right (IPR):**

Unless otherwise specifically agreed in writing, the Seller has the right of ownership to all IPR connected with the product, manuals, drawings, photos, sketches and anything else originating from the Seller. None of the parties shall, in connection with the purchase or later, leave anything to a third party without written agreement by the Seller.

**Right of ownership:**

The Seller has security for unpaid purchase money in the delivered articles and thus the right of ownership to the articles until the purchase amount has been paid in full, including any additional obligations. If, in the period between the times of order and delivery, the Buyer has defaulted on his account with the Seller, or if there is otherwise reason to assume that the Buyer will not fulfil its obligations according to the agreement, the Seller has the right to withhold the shipment, wholly or partly, in its own or a third-party warehouse, with the articles being handed out when payment is made or sufficient security is provided.

**Force majeure:**

If conditions arise which are beyond the control of the Seller, i.e. unexpected incidents beyond the Seller's control, the Seller's obligations cease as long as these conditions exist. The Seller has no responsibility for the consequences thereof, and may wholly or partly annul the sale or extend the delivery time. If operations stop or are reduced with the subcontractor where specific parts are placed, and the supplier undertakes an annulment of some sort which affects the Seller, the Seller has a right to annul the sale wholly or partly.

**Complaint and control:**

Before an article starts to be used, it must be checked that it is in compliance with the order, for example with regard to its type, quantity, quality, state etc. The operating instructions must also be studied to make sure of its correct use. Any complaint must be put forward to the Seller no later than 30 days after receiving the article. If the complaint is justified, the articles the complaint relates to shall be returned to the Seller if such demand is made, and the Seller has a right either to compensate the invoice value of the shipment or supply a new shipment as soon as possible. The Seller is not responsible for any damage or loss the Buyer may suffer, such as labour costs, penalties, shipments, price differences, damage, compensation, third-party losses or anything else.

**Invoicing:**

Invoices are always dated on the date the goods are shipped from the Seller or made available to the Buyer at an agreed facility. The due date is counted from the invoice date. The settlement shall in its entirety be in the Seller's account on the due date. A Buyer who has the right to make purchases without any VAT, must specify this on its order to the Seller referring to the statutory authority.

**Terms of payment:**

The terms of payment are such as given by the order confirmation/offer (contract), normally net per 30 days. From the due date interest on late payments is calculated according to the applicable rate of interest. If deferred payment is granted on accepting the order, additional costs are calculated. In case of deferred payment, interest and all extra costs will be charged to the Buyer. Any counterclaims do not give the Buyer the right to withhold any part of the contractual amount to be paid on the due date.

**Disputes:**

In case of disputes, Norwegian law applies. In case of civil action, the Seller's venue is considered to be accepted by both parties.