GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Rubberstyle A/S, Stavanger, Norway

The following General Terms and Conditions of Sale and Delivery apply to any delivery from Rubberstyle A/S to the extent they have not been derogated from by virtue of other written agreement.

1. General provisions:

These General Terms and Conditions of Sale and Delivery apply to any delivery from Rubberstyle unless otherwise accepted in writing by Rubberstyle. In case of discrepancy between these General Terms and Conditions of Sale and Delivery and the Buyer's general terms and conditions of purchase, Rubberstyle General Terms and Conditions of Sale and Delivery shall take precedence. The Buyer accepts this when the Buyer accepts Rubberstyle offer notwithstanding if this acceptance is oral or in writing.

2. Offers and order confirmations:

Offers are binding for 30 days unless otherwise specified. The Buyer is responsible for ensuring that the requirement specification in the request for an offer is satisfactory and contains all required and adequate details. Rubberstyle does not tailor the requirement specification to the Buyer's wishes. This is the Buyer's responsibility prior to forwarding the requirement specification to Rubberstyle.

3. Consulting:

Rubberstyle consults our customers based on our best knowledge and experience as well as based on information provided by the Buyer. Rubberstyle cannot in any way be held liable if another solution proves to be more advantageous at a later time.

4. Prices:

The prices stated in the offer/order/order confirmation are exclusive of VAT, freight, packaging as well as customs and other duties. Unless otherwise agreed, all prices are subject to reservations for price adjustments in the form of currency fluctuations and increases in wages and prices of materials until payment has been made.

5. Deliveries, delivery times and delays:

Delivery shall be made ab lager / Ex Works 2020 from the Seller's premises, unless otherwise expressly agreed in writing. The risk of loss or damage to the goods passes to the Buyer when the goods are placed at the Buyer's disposal at the Seller's premises. Loading at collection is at the Buyer's cost and risk. All expenses for transport, insurance, customs duties and any other charges shall be borne by the Buyer, unless otherwise expressly agreed in writing by both parties. Any stated delivery times are indicative only, unless expressly confirmed in writing by the Seller. The Seller shall not be liable for any direct, indirect, or consequential loss, including loss of profit, arising from delayed delivery. Delays shall not entitle the Buyer to terminate the purchase or claim damages, unless the delay constitutes material breach under mandatory provisions of applicable law.

Clauses 13 and 14 of NL 92 are hereby expressly excluded. Unless otherwise agreed, the contract shall be governed by and construed in accordance with the laws of Norway, including the Norwegian Sale of Goods, current law amend. No compensation shall be paid in case of Rubberstyle delayed delivery. Clauses 13 and 14 in NL 92 are hereby derogated from.

6. Customer workpieces and other auxiliary tools, including insurance:

The Customers' auxiliary tools are molded at the Customer's expense and stored by Rubberstyle as proper and safe as possible for Rubberstyle a two-year period after the delivery date. The Customer pays the costs incurred by the development and molding of auxiliary tools, molds, etc. The development costs are invoiced partly in connection with the molding of the auxiliary tools and partly in connection with the final invoicing when the Customer requests Rubberstyle to hand over the auxiliary tools. The Customer is not entitled to have the auxiliary tools handed over before all development costs is paid. Maintenance of auxiliary tools shall be at the Customer's expense and subject to agreement. Customer workpieces are insured against fire and theft; however, it is specified that in case of accidental damage or Rubberstyles damage to the workpieces, liability cannot exceed the insurable value of the workpieces to the effect that Rubberstyle is not liable for any operating losses, loss of profit or other indirect losses suffered by the Customer or any third party. The Customer is responsible for taking out insurance against such losses. Rubberstyle disclaims any liability for loosely mounted parts, such as e.g. screws, bearings and locking rings.

7. Payment:

Payments shall be made in accordance with the payment terms laid down by Rubberstyle which are in 8 days, unless otherwise stipulated in the applicable order confirmation.

Clause 17 in NL 92 are hereby derogated from. Where payment is not made on the due date, interest shall be due at 12,25 % per each month or part of a month. Rubberstyle takes out credit insurance on all Customers who place orders with a value of NOK 40,000 excl. VAT or more. If the Customer is not eligible for credit insurance, Rubberstyle determines special payment terms for the Customer regarding that specific order. Where the payment deadline has previously been exceeded Rubberstyle is entitled to exercise right of retention on the manufactured and processed workpieces until payment has been made. The delivered goods are the property of Rubberstyle until payment has been made in full.

8. Work carried out at the Customer's premises:

If Rubberstyle fitters carry out work at the Customer's premises, the Customer must instruct the fitters in applicable safety and working environment regulations, which must be observed at the Customer's premises. Rubberstyle fitters bring ordinary safety equipment, however, if special safety or work equipment is required at the Customer's premises, the Customer must make this available to the fitters. If the Customer does not make special safety equipment available or does not instruct Rubberstyle's fitters in applicable safety and working environment regulations at the Customer's premises, Rubberstyle disclaims liability for any claim relating hereto from authorities, including Norwegian Working Environment Authority, from third parties, including Customer's customers. Consequently, Rubberstyle disclaims liability for any operating losses, loss of profit or other indirect losses relating hereto.

9. Defects and force majeure:

Rubberstyle reserves the right – for a period of 12 consecutive months after delivery to the Customer – to repair/remedy defects or redeliver goods. Such repair/remedy or redelivery presupposes a written complaint from the Customer immediately after delivery. The Customer cannot claim reimbursement from Rubberstyle of any expenses incurred in connection with such repair/remedy, e.g. operating losses, loss of profit, damage to other items and other indirect losses.

Reference is made to Clauses 21-35 of NL 92. For force majeure situations, reference is made to the provisions in Clause 37 of NL 92.

10. Product liability:

Rubberstyle can only be held liable for damage caused to goods or services delivered or provided by us if it can be documented that the damage is due to an error made by Rubberstyle or any of our employees. Rubberstyle disclaims liability for any operating losses, loss of profit or other indirect losses suffered by the Customer or any third party. To the extent Rubberstyle is held liable towards a third party, the Customer is obliged to indemnify Rubberstyle. Reference is in this connection made to Clause 36 of NL 92.

11. NL 92 and disputes:

To the extent the above provisions are not sufficient, the General Terms and Conditions NL 92 apply in Denmark, Finland, Norway and Sweden; however, save the instances where the above provisions derogate from NL 92. The legal relationship between the Customer and Rubberstyle shall be subject to Danish law. The venue for any and all disputes between the Customer and Rubberstyle A/S shall be Norwegian court, Rogaland, Norway.

Rubberstyle A/S, Stavanger Norway

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https://www.rubberstyle.com/