

**GENERAL SALES CONDITIONS  
AUTRONICA FIRE AND SECURITY AS**

**1. GENERAL**

These general sales conditions apply to all deliveries from Autronica Fire and Security AS (AFS), unless otherwise agreed to in advance in writing by AFS. The general sales conditions supersede all other documents concerning the goods, including the Buyer's purchasing conditions if any.

The general conditions are only subject to changes upon both parties mutual written acceptance.

**2. SIZE OF DELIVERY**

The size of the delivery is fixed by AFS's order confirmation form. All valid enclosures shall be named and included in the order confirmation.

**3. PRICES**

All prices are listed in the valid currency, excluding value added tax, general tax and all other applicable tax. All prices are based upon the import, tax and duty regulations, which are in force as of the date of the contract being signed. The Buyer is responsible for the costs of transport, insurance, customs and other duties, as outlined in the EXW (INCOTERMS® 2010). Packaging is not included in the price.

**4. PAYMENT**

Payment shall be guaranteed by a confirmed and irrevocable letter of credit payable at sight after the presentation of transport documents at a Norwegian bank, or by cash in advance.

Separated deliverance is to be invoiced and paid accordingly upon deliverance.

In case of late payment the Buyer shall pay a reminder fee of NOK 100 per reminder and interest on any overdue payment at the rate of 0.05 % per day of the due amount from the day the payment is due. The Buyer shall cover all debt recovery expenses.

If the Buyer is not able to or do not wish to collect the deliverance at the AFS location, the Buyer will be invoiced as if the deliverance has taken place. If the delivery cannot be invoiced, interest will accrue.

AFS shall have the right to postpone any order confirmation or delivery until full payment of any due amount.

**5. VALIDITY**

Submitted offers normally are valid for 3 months from date of issue. Agreement of delivery is not legally binding unless AFS have issued a confirmation of order to the Buyer.

**6. TIME OF DELIVERY**

Time of delivery will be indicated by AFS in the confirmation of order /delivery contract. Delivery being dependent on information from the Buyer, and this not being provided within agreed time; AFS are free to set a new delivery time.

**7. TERMS OF DELIVERY**

The goods are delivered and marked in accordance with AFS's standard practice unless specific packaging, labelling, marking or mean of transportation is agreed upon advance in writing.

All deliveries are made according to INCOTERMS® 2010. Unless otherwise specified the goods are delivered EXW, (INCOTERMS® 2010), exclusive packing. Other terms of delivery must be agreed upon in advance in writing. The Buyer is responsible for informing AFS if the delivery address differs from the invoice address. The Buyer is responsible for having all and any insurance in place, at the cost of the Buyer.

**8. SECURITY FOR UNPAID PURCHASE**

Ownership of the goods shall pass to the Buyer when the Buyer has made payment in full. The goods shall be stored in such a way that there will be no doubt concerning the retention of title. The Buyer must not pledge such goods and the goods shall not be subject to other preferential rights.

**9. TRANSFER OF RISK**

Responsibility and risk related to the goods is transferred to the Buyer in accordance with the INCOTERMS® 2010 regulations.

**10. RETURN OF GOODS/CANCELLATION OF ORDERS**

Return of goods will only take place upon AFS's in advance written approval, at the entire buyer's risk and cost. Return of goods will only be considered accepted by AFS if presented by the Buyer within three – 3 – months after finalization of the project or after delivery of single orders. In case of return of standard stock goods, unopened or in unused state, up to 70% of the invoiced value will be credited the Buyer.

If pressing circumstances make it necessary for the Buyer to cancel the order and AFS approves this in writing, AFS has the right to invoice a cancellation fee, which is calculated in relation to the extent the goods are finished, nevertheless subject to a minimum fee equal to 30% of the value of the total deliverance. Goods that are specially adapted for a customer order cannot be returned.

**11. INSPECTION AND TESTING**

a) Final inspection and any commissioning of delivered equipment is to take place in accordance with AFS's datasheet and internal guidelines/instruction manuals relevant to the delivered goods, or according to special written agreement.

b) If special classification certificates not held by AFS are required for a special delivery, the cost of providing such will be invoiced the Buyer at full cost.

**12. GUARANTEE/CLAIMS**

a) The buyer is committed to make an inspection of the goods immediately after receiving them. Any claim has to be made in writing immediately when the fault is, or ought to have been noticed concerning the delivery – and regardless of reason - at the latest 8 days following receipt of the actual goods.

b) AFS guarantees to repair/replace AFS-manufactured equipment with faults encumbered in the manufacturing process. The guarantee is valid which ever applies first - either for a period of 12 months after the goods have been put into operation, or for a maximum of 24 months after the delivery from the factory provided that the equipment has, in this period, been satisfactorily handled and stored. AFS's responsibility under this guarantee does not cover error or default caused by fault and or misuse related to use and or installation, lack of timely service of the goods and or intervention/repair/inspection caused by non-authorized personnel. By return of goods approved in writing by AFS, freight is to be paid by the Buyer. In case of repair or return of goods under this guarantee, AFS will handle this according to the CPT (INCOTERMS® 2010).

Replacement parts are invoiced on delivery and credited when the replaced parts, which have been returned by the Buyer, are received by AFS and this is accepted by AFS being a guarantee replacement.

c) When carrying out a guarantee service at the customer's premises, travel and expenses will be charged by AFS. Labour for repairs or replacement of defective parts will be carried out at AFS expense, while travel and waiting time will be invoiced according to the AFS rates in force.

d) If the contract involves delivery of work or services from AFS, AFS guarantees the work carried out. The guarantee is valid within 12 months from the work is being finalized by AFS, provided the Buyer in writing has presented AFS a complaint of the work carried out within such time.

e) AFS is under no circumstances responsible of the functionality of the installation, unless AFS personnel have been in charge of the commissioning and the finalization tests. Such responsibility is to be addressed the one finalizing the installation.

f) AFS reserves the right to make any changes or improvements in its product portfolio without being obliged to undertake replacements in products sold.

g) AFS' warranty shall be void if the goods are not or incorrect; stored, installed, used or maintained in accordance with AFS's instructions and common practice relevant for these goods.

AFS shall have no liability upon modification or alteration of the goods without AFS's prior written authorization.

h) With the exception of the guarantee which is made under items b), c) and d) above, AFS is not responsible of any loss or damages, occurred directly or indirectly or fault or defects in the goods and/or services delivered by AFS.

i) AFS's total liability, including herein mentioned guarantees and compensation, is limited from liability of consequential damages and indirect losses, and shall in any circumstance not exceed the value of the relevant order

**13. TRAINING**

Instruction in the use of AFS products beyond those existing in AFS's standard documentation is not part of the standard delivery. Any such training / courses must be specially agreed.

**14. FORCE MAJEURE**

If unexpected and unavoidable incident result in AFS not being able to fulfil its obligations under these conditions, AFS shall immediately inform the Buyer of such and the reasons causing the situation. Force Majeure is defined as situations outside the control of the contracting party and limiting the implementation of the delivery including, but not limited to act of war, hostile actions, strike, lockout, earthquake, fire and other nature disasters, illness, delays shortage of transport, materials or delivery from AFS's sub-suppliers. AFS is free of liability for defaulted, delayed and/or incomplete deliveries in force majeure circumstances.

**15. DISPUTES, APPLICABLE LAW**

These general sales conditions and any related sales contracts are governed by the Norwegian law. Attempts should be made to settle any disputes concerning the comprehension of this contract by negotiation. If the negotiations do not succeed; the case is to be settled by the ordinary courts, unless the parties agree to bring the case to arbitration. Civil suits will be settled according to Norwegian law. The legal domicile is Trondheim Magistrate's Court.