



General Delivery Terms and Conditions between LAPP Norway AS (Seller) and LAPP Norway's customers (Buyer)

1. Prices
 - a. Prices valid on the day of order entry are applicable, plus value added tax.
 - b. All prices are subject to change without prior notice when this occurs due to changes in exchange rates, commodity prices or changes in purchase prices
 - c. Prices are without cutting fee, packing charge, drum fee or freight costs.
This will be charged according to Sellers current rates.

2. Delivery time
 - a. Stocked items, ordered between 08.00 and 14.00 o'clock will be sent from Seller's warehouse the same day.
 - b. Supplies or customer-specific items are sent to the Buyer immediately after they are received by Seller's warehouse.

3. Shipment
 - a. The product will be sent according to Ex Works Incoterms 2010 from Seller's warehouse unless otherwise agreed.
 - b. Seller sends goods to Buyer with Seller's chosen forwarder at any time.
 - c. Items ordered as a pick-up order will be shipped Buyer for his bill and risk if Buyer has not picked up the item within 5 business days.
 - d. For Express delivery, Buyer is charged with freight costs.

4. Tolerance of length for delivery of standard cables
 - a. Due to technical reasons of production, we reserve the right to deliver ordered length +/- 10 %.
 - b. Measuring tolerance due to length are 0,4 %

5. Custom-specific items
 - a. Products that are manufactured according to customer specifications are Custom-Specific Products.
 - b. There is no return for customer-specific items.
 - c. When the Seller receives written order for such item from the Buyer, the technical solution documented with the attached data sheet will be considered as confirmed, and the ordered volume as a binding agreement.
 - d. Where appropriate, Seller may require additional documentation and / or security from Buyer prior to ordering custom-specific items from manufacturer.

6. Tolerance of length for delivery of custom-specific cables
 - a. Due to reasons of productions, we reserve the right to deliver ordered length +/- 10 % on cables delivered on a piece basis as finished lengths, and +/- 15 % for cable sold as meters.
 - b. Measuring tolerance due to length are 0,5 %

7. Order confirmation
 - a. Buyer will receive order confirmation with specified delivery date on stocked items

- b.** On non-stock items the Buyer will receive a confirmation that the order has been received and that the item has been ordered from the manufacture.
- c.** When Seller receives a confirmation from the manufacturer, Buyer will receive a new order confirmation indicating the expected delivery date

8. Customer Goods Receipt

- a.** Upon receipt of goods, the Buyer is required to sign for goods receipt. This signature confirms that the Buyer has received the current number of packages. The signature does not confirm that the goods have been received without damage or that the packages contain the ordered goods
- b.** In case of visible damage / lack of shipment, it must be noted on the delivery document to the carrier upon receipt of the delivery

9. Complaint and Customer's obligation to investigate

- a.** Buyer is obliged to investigate received goods and notify Seller in writing within 7 days of receipt, indicating defect of product, as well as Seller's order and item number if a claim is claimed. If possible, also the product batch number must be entered
- b.** Items with defects must be returned to Seller
- c.** Seller's liability for defects is limited to replacement or repair of the item
- d.** The seller is under no circumstances responsible for indirect loss or consequential damage incurred by the Buyer or third party.
- e.** Upon return, Seller shall organize the return of the goods with Seller's forwarder.
- f.** If Seller does not find fault with the returned product, Buyer will be charged all shipping costs.

10. Delay

- a.** Delayed delivery in relation to the confirmed delivery date does not entitle Buyer to cancel the purchase or cancel its order
- b.** Conventional fines are not accepted

11. Returns

- a.** Returns must always be agreed in advance with the Seller who issues the return order number with which return goods shall be marked
- b.** The goods must be properly packaged for transport
- c.** Upon return, Buyer will be charged with shipping
- d.** Return of customer-specific goods will not be approved
- e.** Buyer will not be credited until the item has been received by Seller and quality control has been completed
- f.** Return of merchandise in undamaged packaging will be credited after agreement.

12. Payment

- a.** Net per 14 days from date of invoice
- b.** Penalty interest in line with current legislation will be levied on late payments (according to law: "lov om renter ved forsinket betaling m.m. av 17. desember 1976 nr. 100").
- c.** Buyer is obliged to pay the agreed purchase price to Seller fully on due date even if Buyer have complained.

13. Sales Collateral and other security

- a.** Seller reserves the right of ownership of the goods sold until the current invoice is paid including all costs such as late payment
- b.** Seller may require additional security beyond lien.
- c.** Seller may also require additional security after Buyer has placed orders.

- d.** The buyer cannot resell delivered products that are encumbered with lien before the purchase price, penalties or any additional costs are paid.

14. Compensation for delay

- a.** There is a delay if the item is not delivered or delivered late, and it is not due to the Buyer or circumstances on his part.
- b.** Seller is only responsible for any loss incurred by the Purchaser as a result of Seller's delay if this is agreed in writing.
- c.** The seller is under no circumstances responsible for indirect loss or consequential damage incurred by the Buyer or third party.

15. Warranty

- a.** The warranty period is calculated from Seller's shipment date.
- b.** The warranty applies, unless otherwise specified, for 24 months or in accordance with Seller's warranty terms.
- c.** The warranty concerns material and production defects and is limited to replacement. The seller is under no circumstances responsible for indirect loss or consequential damage incurred by the Buyer or third party.
- d.** Warranty liability does not apply if the product is damaged as a result of improper handling, improper assembly or breach of public regulations.
- e.** The warranty does not cover damage due to abnormal use
- f.** Seller may require to repair the damage / defect.

16. Notifications

- a.** Communications between the parties must specify the person or entity specified for the item in order confirmation or the like. Letter or e-mail to the right addressee is considered to be written. Other electronic communications (SMS, Facebook, etc.) are not considered to be written.

17. Force majeure

- a.** Buyer may not require fulfillment of a duty if Seller's fulfillment is hindered by extraordinary events (Force majeure). Examples of such extraordinary events beyond a party's control include war, rebellion, blockade natural disasters, strikes and lockouts, import restrictions, hyperinflation, robbery and burglary.

18. Dispute resolution

- a.** Disputes between the parties shall be sought solely by negotiation. If such negotiations do not arise, the dispute may be brought before the ordinary courts. The parties agree to Seller's District Court as the court of law.

19. EE-waste

- a.** Electrical products contain contaminants and should not be disposed with residual waste. We accept discarded electrical products similar to those we sell free of charge.

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2,2	30.10.2018.	Ola M. Storrusten (adm.dir)