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## **GENERAL SALES AND DELIVERY CONDITIONS**

### **1. GENERAL**

1.1. In these conditions, the term “company” is Raufoss Aluminium AS. The term “customer” is the person, firm or company who either receives an offer, an order confirmation or any goods from the company, or for any other reason takes contact with the company related to a possible, or completed, purchase/delivery from the company.

1.2. These general sales and delivery conditions are valid for all deliveries made by the company, unless there is a written agreement between the customer and the company stating differently. Any, from customer, stated purchase conditions are not valid for the deliveries unless a written agreement confirms otherwise. A confirmed receipt of any material will in any case mean that these general conditions are accepted.

### **2. ASSIGNMENTS**

2.1. Assignments are valid upon a written confirmation by the company.

2.2. No verbal agreements, such as changes upon and cancellations of ongoing assignments, are valid before confirmed in writing by the company. Changes related to quantity, shape, fabrication or similar, can normally only be accepted against an extended delivery period.

2.3. The customer will be charged for extra costs, or confirmed loss of profit related to cancellations. Same also for extra costs related to changes. A written cancellation shall be received by the company latest three working weeks before confirmed delivery date.

2.4. If the necessary change is related to an obvious mismatch between the purchase order and the order confirmation, no extra costs will be charged the customer, if he, immediately after receipt of the order confirmation, reacts upon this in writing.

2.5. Any, by the company, stated weight per meter for the different profiles, are all theoretical, and cannot be used against the company at a later stage.

### **3. PRICES**

3.1. Prices are calculated exclusive freight, unless otherwise agreed. ("EXW" see INCOTERMS® 2010)

3.2. The company stated prices does not cover any taxes, customs fee, or any other fee, unless this is clearly shown on the order confirmation.

3.3. The company stated prices are based on the current internal and external situation at the date of the order confirmation.

### **4. PACKAGING**

The price covers for packaging according to our standard for stated quality. For special requirements to packaging, and for pallets with frames, extra charge for packaging will be invoiced. When transportable steel containers are used as packaging, each of them will be invoiced with NOK 2000,- upon shipment, and credited with NOK 1900,- upon return to the company.

### **5. Delivery**

5.1. Confirmed delivery time is ex. Works. If stated delivery time is exceeded, this does not allow the customer to receive any refund of any kind.

5.2. An assignment is considered complete, when the company has delivered a quantity either 10% over or 10% under the quantity stated on the order confirmation. (Kgs, counts, meters) On orders less than 500kgs pr. profile (with or without fabrication), the company will claim an extended quantity tolerance of  $\pm 30\%$ . Any additional costs/charges related to small order sizes, shall be included in the original offer. The delivery of the material is considered to be completed when the material is handed over to a forwarding agent.

5.3. Either counts or weights found upon packing of the goods, will be the basis for the invoice presented by the company.

5.4. If a force majeure incident occur at the company or at any related sub-contractor, they will, partly or completely, all defined by the extent of the incident, free the company from any obligations related to keep promised delivery time. In such cases, the customer will renounce the possibility for claiming any related refund from the company. As force majeure incidences counts: Mobilization, war, terror acts, strike, lockout, revolution, authority decisions, lack of raw material, flood, storm, fire or other effects caused by natural forces, and all other interruptions outside company control that can happen inside the company's own factory or at any of the company's sub-contractors. Any problems with arranging transport, that falls outside what the company can keep control over, will also be considered as force majeure.

5.5. Where customers do not accept delivery of the material at set time and place, the company can, if so is found to be eligible, immediately either release themselves from the contract, or demand immediate payment of the material, even if it has not been delivered. In case of the latter, the material will be stored at the customer's expense and risk. The company is entitled to use the same rights if a sale upon a call-off/specification not is called-off or specified as stated in the order confirmation or another agreement.

## **6. Payment Conditions**

6.1. Payment of due amount is not allowed to be held back or to be delayed by the customer.

The customer is not eligible to do any counterclaim or reductions of the amount on the invoice unless this is absolutely clearly agreed.

6.2. If payments are received too late at the Sellers account the Seller is eligible to charge the Buyer for interest rates on a level given by and described in Norwegian law: "Law about interest rates and late payment".

6.3. Delivered Goods is company property until the amount is fully payed by the Buyer (Norwegian law about mortgage § 3-14, 3-22). Neither can the delivered goods be sold further before it is paid by

the Buyer. Acceptance or other commitment is not defined as payment before the goods are totally paid.

6.4. If the customer not keeps the confirmed term of payment or get insolvent or shows lack of creditworthiness, the company has its rights to declare all open receivables as overdue. In such cases the company also can use its rights to declare all outstanding receivables as overdue and immediately demand (claim) them to be paid.

The company is also eligible to change conditions on all confirmed orders laying for production or on orders lying ready to be shipped. The Buyer must pay the company full compensation for the suffered damages.

#### **7. Analyzes and tolerances.**

The Company's analyzes, methods of analyzes and tolerances are given on the table EN 755-9. All dimensions and measure are based upon EN 755-9 otherwise something else is agreed.

#### **8. Extrusion dies**

All extrusion dies and equipment for tools are the Company's property all though the customer has paid partly or totally for these. Extrusion dies will be scrapped within three years if the customer not has been ordered profiles from the actual die during this period. Alternatively the dies can be stored by the Company on behalf of the customer and at the customer's expenses.

#### **9. Patent- and protection of pattern**

The risk for copying existing products and profiles and their possible patent and pattern protection is the customers responsibility. The company shall be held free for any expenses regarding this. And applies regardless a disagreement has base upon the materials nature, manufacturing or application.

#### **10. Duty to investigate, complaint and company responsibility.**

10.1. The customer is committed to inspect the goods when received at their place.

An eventual complaint must be done immediately and in written formula to the company, and not later than within 14 days after delivery. The Company is exempted for liability if the delivered goods has been changed, manufactured or processed by the customer. If any economic loss arises due to consequence of wrong treatment of the goods or there has been lack of caution regarding to the goods the Company has no responsibility.

A lack regarding to the goods that not could have been discovered through examination by the delivery time, shall be warned immediately to the Company and latest before any manufacturing of the goods take place and never later than six(6) months after the delivery date.

10.2. In case of justified complaint the Company has the choice to corrective the lack or to substitute the goods with a new and correct delivery. The responsibility from the Company stops when a new and correct delivery has taken place.

The Company is not responsible for any direct or indirectly receivables or costs or lack of profit from the customer or for losses from the customers customer.

10.3. A complaint or a claim does not give the customer any right not to pay for the goods with reference to the contract. Replaced goods belong to the Company.

10.4. Justice choice and consummation

Norwegian law shall be followed and used if/when interpreting and implementation of contract shall be done. Consummation for all rights and duties that occurs regarding to this sale and business shall take place at the Company's home seat.

**Raufoss Aluminium AS**