

General terms and conditions of sale

Effective from 1st June 2023

1 Application

These general terms and conditions of sale and delivery apply to all products (Products/the Products) supplied by Mustad Autoline AS (the Supplier) to the purchaser (Purchaser/the Purchaser), jointly referred to as the Parties, unless otherwise explicitly agreed in writing. The Purchaser's purchase provisions (if they exist) shall not come into effect or have any validity between the Parties.

Subject to section 2.5 below, the following Orgalime conditions shall apply in the following instances:

- the delivery of product: the Orgalime S 2022: General Conditions for the Supply of Mechanical, Electrical and Electronic Product
- the delivery includes installation work: the Orgalime SI14: General Conditions for the Supply and Installation of Mechanical, Electrical and Electronic Products
- the delivery includes maintenance work: Orgalime M17: General Conditions for Maintenance of Mechanical, Electrical and Electronic Equipment.

2 Offers and product information

2.1. Written offers, including such sent by e-mail, explicitly termed "quote" by the Supplier, are legally binding for 30 days from the date of the offer, after which they will lapse in their entirety without further notice. Under no circumstances are verbal offers/price communications to be regarded as legally binding offers from the Supplier.

2.2. All illustrations, drawings, and pricing and technical information in catalogues, brochures and other promotional materials, whether available physically or digitally, are to be considered as guidelines unless explicitly stated in the offer.

2.3. Agreement about the delivery of Products is not considered confirmed until written order confirmations, including those sent by e-mail, or the commencement of delivery by the Supplier. The order confirmation is considered to be accepted by the Purchaser upon its receipt.

2.4. The Product prices are as stated in the order confirmation. The prices are subject to change until the time of delivery should the Supplier's own supplier legitimately adjust its prices.

2.5. In the event of contradiction or conflict between the provisions in the offer, these terms, the order confirmation, and Orgalime SI14/M17/S 2022, they shall prevail in the following order of priority:

- a) The Supplier's order confirmation
- b) The Supplier's offer
- c) The general terms and conditions of sale and delivery for Mustad Autoline AS
- d) Orgalime SI14/ Orgalime M17/ Orgalime S 2022

3. Product characteristics

3.1. Unless otherwise expressly guaranteed in an offer or order confirmation, the Purchaser bears the risk of the Product not being suitable for its intended needs or purpose.

3.2. This does not apply if the Purchaser's needs and /or purpose have been notified in writing to the Supplier and the Supplier has then explicitly guaranteed to deliver Products which meet the Purchaser's specified needs and/or purpose, using words such as "guarantee" or similar in the offer or order confirmation.

3.3. The Supplier's documentation, information, and/or other technical specifications, whether given directly to the Purchaser or in generic form, are not to be considered as a guarantee, nor must they be understood as the Supplier guaranteeing in any way that the Products will meet the Purchaser's needs and/purpose.

3.4. Deficiencies exist where the Products do not conform to requirements with respect to the type, quantity, quality, other characteristics, or packaging specified in the order confirmation and offer.

4. Quantity

4.1. The order confirmation specifies whether delivery shall be made according to piece/number, length or otherwise.

5. Trade terms

5.1. Trade terms shall be interpreted in accordance with the international trade term definitions drawn up by the International Chamber of Commerce (English version of Incoterms 2020).

6. Payment terms

6.1. The Supplier may require that the Purchaser, within a specified time limit after the issue of the order confirmation, provide a defined guarantee, as specified by the Supplier, as security for payment for the Products before the order is executed. If the guarantee is not provided within this time limit, both the offer and order confirmation shall be considered cancelled without further notice.

6.2. The Purchaser is obliged to pay the full purchase price, unless the Products have deficiencies which are clearly considered to be material.

6.3. The Purchaser is not entitled to offset the purchase price against claims arising from other contractual relationships between the Parties.

7. Invoicing and payment deadlines

7.1. Payment shall be made within the stipulated date specified in the Invoice (the "Due Date").

7.2. If payment is not made within the Due Date, the Supplier shall be entitled to interest on overdue payment in accordance with the Norwegian Act Relating to Interest on Overdue Payments etc. (Act no. 100 of 17/12/1976) and compensation for recovery costs.

8. Security for unpaid purchase money and ownership

8.1. Until the purchase price, including interest and other costs, is paid in its entirety, the Supplier retains ownership of the Products.

8.2. The Supplier retains security/pledge in the Products until the purchase price, including interest and other costs, is paid in full.

9. Delivery time and transfer of risk

9.1. Delivery shall take place Ex Works in accordance with Incoterms 2020 at the location specified in the offer or order

confirmation. The risk with regards to the Products passes to the Purchaser at the same time. The use of other delivery terms and/or deviations from Incoterms 2020 shall be expressly stated in the order confirmation.

9.2. The estimated delivery time shall be stated in the order confirmation. The Supplier shall update the Purchaser continuously in case of changes to the estimated delivery time. The Supplier may make use of partial deliveries.

9.3. If the delivery time is specified as being within a certain time frame, the estimated delivery time is calculated from the date the order confirmation was issued by the Supplier.

9.4. Delays which are caused by circumstances the Supplier could not reasonably have predicted or overcome the consequences of are the Purchaser's legal or financial responsibility.

9.5. For deliveries from subcontractors, the Purchaser may be invoiced for additional costs that were not known at the time of issuing the order confirmation.

9.6. Modification and supplementary work ordered by the Purchaser may increase the purchase price and extend the estimated delivery time by a period corresponding to the extra time spent on carrying out the work.

9.7 The Supplier shall have no obligation to implement any modifications or supplementary work requested by the Purchaser until the parties have agreed in writing on the adjustments to the purchase price, the date of delivery and other terms of the agreement.

10. Delays

10.1. If the estimated delivery time cannot be met, or where delay appears likely, the Supplier shall inform the Purchaser and, if possible, indicate a new estimated delivery time.

11. Force Majeure

11.1 Either party shall be entitled to suspend performance of his obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by force majeure, meaning any of the following circumstances: industrial disputes and any circumstance beyond the control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and import or export restrictions, epidemics, natural disasters, extreme natural events, terrorist acts and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this clause. A circumstance referred to in this clause whether occurring prior to or after the formation of the Contract shall give a right to suspension only if its effect on the performance of the Contract could not be foreseen at the time of the formation of the Contract.

11.2 The party claiming to be affected by force majeure shall notify the other party in Writing without delay on the intervention and on the cessation of such circumstance. If a party fails to give such notice, the other party shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice. If force majeure prevents the Purchaser from fulfilling his obligations, he shall compensate the Supplier

for costs which the Supplier incurs in storing, securing and protecting the Product and avoiding unreasonable interference with his other activities.

12. Cancellation

12.1. The Purchaser has the right to cancel the delivery of Products if the Supplier in a corresponding way can cancel with respect to its own supplier.

12.2. If the Purchaser cancels the delivery of the Products, all cancellation costs as well as compensation for the Supplier's lost profit (gross margin) and other documented loss incurred by the Supplier because of the cancellation, shall be reimbursed by the Purchaser.

12.3. Stock items may be cancelled free of charge if this can clearly be done without any disadvantage or cost to the Supplier, and if the Supplier can be expected to make a quick recovery-sale on the cancelled Products.

13. Duty to inspect and claims

13.1. The Purchaser shall, without undue delay after receipt, review and inspect the Products in accordance with general industry practice. Issues detected during the inspection shall be submitted in writing to the Supplier without undue delay and with specified descriptions of the nature of the deficiency (including deviation from the applicable product standard), its extent, and significance to the Purchaser.

13.2. The Purchaser shall cover its own costs for any products returned to the Supplier due to a guarantee claim.. Notwithstanding any guarantee claim, the Purchaser shall be obligated to pay any outstanding payments in full upon its due date. All claims will be investigated by the Supplier and its decision shall be binding by both parties and shall not be disputed. Purchaser will receive a full report on the result and the decision taken. In the event claim is justified Purchasers will receive a Credit note towards the invoice from the Supplier. The Suppliers guarantee obligations shall be in accordance with Orgalime s2022. Product guarantee is waived if non-original parts have been used.

13.3. Under no circumstances can a claim be submitted later than six months after the passing of risk.

13.. In the case Product defects that can be attributed to damage in transit, complaints shall also be put forth directly to the carrier/freight forwarder and in the manner prescribed in the transport agreement.

14. Breach of contract

14.1. In the event of deficiencies, the Supplier may choose whether to correct/remedy the deficiency or to make a replacement delivery.

14.2. The right to claim deficiencies ceases to apply if the deficiency is remedied by someone other than the Supplier without the Suppliers prior written consent. This does not apply if waiting for remedial action from the Supplier could cause material damage to the Products.

14.3. If the Supplier fails to remedy the deficiency within reasonable time following receipt of an adequate claim, and if the deficiency is deemed to be material, the Purchaser may cancel, in writing, the relevant part of the delivery. A statement of

cancellation must be made to the Supplier without undue delay once it has been established that the deficiency has not been remedied. If this is not done, the right of cancellation will lapse.

14.4. The Supplier is not obliged to reimburse any kind of compensation, price reduction, remuneration, or similar if a deficiency is remedied or remedial action is offered within reasonable time.

14.5. Under no circumstances does the Supplier have any liability exceeding the invoice value of the Products subject to cancellation.

14.6. The Supplier is not responsible for any damage or loss suffered by the Purchaser because of the Products' further use, or for indirect loss of any kind.

14.7. The Supplier may terminate the agreement without notice if the Purchaser is or could be in material breach of its obligations. Payment defaults made by the Purchaser, whether experienced, expected, notified and/or impaired creditworthiness of the Purchaser, shall always be considered as material breach.

15. Returns

15.1. Any return of Products back to the Supplier is subject to a prior agreement between the Supplier and the Purchaser ("Return Agreement"). If the reason for the return is not due to deficiencies or other errors on the Supplier's part, the return costs will be deducted from the credit note. The Purchaser shall label returned Products with a reference supplied by the Supplier.

15.2. Returns are conditional upon the Products being undamaged, and, in the case of factory-packaged Products, on being in their original and unbroken packaging. Processed products are exempt from return unless the return is due to negligence on the Supplier's part.

15.3. In the event of a return of Products in accordance with section 15.1, the Purchaser shall pay to the Supplier 20 % of the compensation agreed between the Parties in the Return Agreement to cover the Supplier's costs.

16. Compensation

16.1. The Supplier is only responsible for breaches of contract due to negligence on its own part or that of someone acting on its behalf, and in any event only for amounts limited to the invoice value of the Products in question.

16.2. The Supplier waives any responsibility for other damage than to the Products themselves.

16.3. Under no circumstances can a claim for compensation be submitted later than three months after passing of the risk of the Product in accordance with section 9.1.

17. Disputes

18.1. Any dispute between the Parties is governed by Norwegian law. The Parties accept the Supplier's court of domicile as the legal venue.