

STANDARD TERMS OF DELIVERY.

For FREBER

01. INTRODUCTION

Any sale or equipment rental from FREBER are comprised of these terms of delivery unless otherwise agreed to in writing.

02. OFFER, PRICE ETC.

In all sales, the set price is the price on the delivery day, unless otherwise agreed to in writing. The seller reserves the right to change offers, prices, rebates, constructions and measurements without prior warning. The prices are based on the offers from our vendors and the current custom fees, duties and exchange rates. We reserve the right to adjust the price in case of any changes in these factors. However, the seller cannot make any adjustments for changes that occur after the seller has received payment from the customer.

03. DRAWINGS AND DESCRIPTIONS

All statements on weight, dimensions, capacity, price and other data in catalogues, prospects, advertising etc. are approximate and only binding for Freber when an agreement explicitly refers to such. All drawings, models and samples that are sent to the buyer, remains the sellers property, unless otherwise agreed to. The buyer does not have the right, without Freber's consent, to use them, copy, reproduce, lend or in any other way bring the material to a third party's knowledge.

04. DEVELOPMENTAL WORK

The buyer does not have the right, without compensation paid herefore to directly or indirectly make use of developmental work, drawings, samples or tools made by Freber or by Freber's vendors.

05. LENDING

Equipment or goods that are lent or leased from Freber for compensation or not, must, unless otherwise explicitly agreed to, only be used together with products delivered or approved by Freber

06. PLACE OF DELIVERY

Unless otherwise explicitly agreed to, all goods will be delivered ex warehouse in Drammen.

07. TIME OF DELIVERY

By date of delivery it is meant the date when the goods are available at customers warehouse. If date of delivery is not specified in the order, Freber has the right to deliver anytime within 12 months from the day of the order.

08. HANDLING OF BUFFER STOCK

An agreement about buffer stock can be made in writing between customer and Freber. The customer must commit to take out the agreed buffer stock before an agreed deadline after the last delivery of the product. Freber cannot be held financially responsible for any remaining buffer stock agreed to with the customer in writing. The customer can be required to put up a bank guarantee for the buffer stock.

09. PAYMENT

All prices are exclusive VAT. If not otherwise agreed to in writing, payments are to be made according to customers existing payment terms. All payments are in NOK unless otherwise specified in the invoice. Late payments are charged with penalty interest of 1% per every month started.

10. SHIPMENT

Shipments are made at the buyers own risk and expense

11. TREATMENT OF RETURNS

Returns can only be made after agreement, and then in accordance with the following guidelines:

- a. Wrong deliveries are credited with 100% of the invoiced amount.
- b. Return of normal stock where the error is not due to Freber and the return is approved, is credited with 70% of the invoiced amount.
- c. Products that are not in stock in Norway, or that are especially put together or produced for the customer, will not be accepted in return.
- d. All returns, except as in pkt. 11 a, will be at the buyers own risk and expense.

12. RESPONSIBILITY

Freber cannot be held responsible if delivery is hindered because of a work conflict, fire, war, military revolt, confiscation, currency restrictions, rebellion, lack of transportation, ordinary lack of goods, discarding of big work pieces, lack of workers, restrictions on power supply or delay in deliveries from subcontractors due to the circumstances before mentioned, or other supernatural events (Force majeure). In such cases, the buyer cannot refuse to accept delayed delivery, as the delivery time is considered to be extended for as long as the hindering lasted.

Freber is not, under any circumstances, responsible for any direct or indirect damage or loss such as price differences, compensation to third party, damage to person or property, even if the damage is due to a defect in products delivered by Freber. Freber is not responsible due to damage because of the case that the good's manufacture, sale or use entails a patent or brandname intervention.

13. SECURITY

The seller reserves the right to demand security for the size of the order or the amount of the invoice, and such security can be demanded after the order is accepted. Delivered products and machines remains the property of Freber until paid for in full.

14. COMPLAINTS

Complaints of defects or flaws in the delivered goods must be presented immediately after discovery and at the latest within 8 days of delivery. The seller reserves the right to repair the goods or replace it with new equivalent ones. Flawed goods shall be returned if the seller so wishes. The return of goods must always be agreed to in advance.

15.a RENTAL OF MACHINES AND TOOLS

When renting out machines and tools a separate contract is made which regulates rental price and rental period.

15.b OWNERSHIP RIGHTS - USE OF THE EQUIPMENT

The rental equipment delivered in accordance with pkt. 15 a, remains Freber's property. Signs which show the owner/producer must not be removed. Freber alone decides any additions or changes.

15.c INSTALLATION / SERVICE

Installation of the rental equipment shall be performed by the customer if no other agreement is made. The user is instructed to ensure that all necessary service and maintenance is done if there is no separate service contract made.

15.d TRANSFER/ SUBLETTING

The customer's right to use the rental equipment cannot be transferred to a third party or in any other way be changed. The rental equipment must not be sublet or lent without prior written consent.

15.e RETURN

When the rental agreement ceases, the customer has a duty to return the equipment in good condition back to the offices of Freber in Drammen. This is done at the customer's expense.