

TERMS AND CONDITIONS FOR SALES AND DELIVERY

1. DEFINITIONS

1.1 The following phrases mean:

1.1.1 Seller: Baca Plastindustri AS.

1.1.2 Buyer: Person or company that sells signs agreement / contract.

1.1.3 Agreement / Contract: Agreement between the buyer and seller about the delivery specified in the order confirmation.

2. PRICE

2.1 The agreed price is fixed, but the seller reserves the right to change the price because of price changes related to changes in the price of raw materials until the delivery is completed.

2.2 The agreed price per unit applies for the quantum agreed in the contract, but if the quantum deviates from the contract the unit price still applies for the total quantum.

2.3 Unless otherwise agreed, charged handling fee is set at the current rate and shipping costs for smaller orders.

2.4 Expenses agreed separately coverage for:

2.4.1 Charging of expenses resulting from changed, annulled or reduced orders.

2.4.2 Expenses resulting from the extra work caused by buyer's incomplete groundwork, however, see section 4.1, or changes or corrections made after buyer's request.

2.4.3 Expenses for special packaging and pallets.

2.4.4 Expenses on print preparation, printing blocks, stamping tools and likewise.

2.4.5 Expenses on new cliches, stamping tools and likewise, when the original is worn down.

3. PAYMENT

3.1 If not otherwise agreed upon, due deliveries for payment is 14 days from invoice date. Seller may require a guarantee for payment. By payment later than the due date, interest will be charged at the highest rate according to the Norwegian Act relating to Interest on Overdue Payments of 1976.

3.2 Unless otherwise provided by mandatory legal provisions, the seller has lien on the goods delivered until the purchase price with any additional supplements is fully paid.

4. SPECIFICATIONS

4.1 Any special requirements for the order, i.e. hole spacing, perforations, must be expressly specified in writing in the contract. See section. 7.9.

Seller has an independent duty to verify that the purchaser's specifications, etc. under the circumstances are sufficient.

Buyer is responsible for the goods ordered are suitable for his needs, possibly by trial or testing. Small deviations in the goods when it comes to color, weight, strength, size or set-up does not give grounds for complaint, see section 7.9.

4.2 Seller is only obliged to use the buyer's material if this is specifically agreed upon.

5. DELIVERY OF THE GOODS

5.1 The goods will be delivered by the time the contract stipulates.

5.2 Upon a delivery which requires specification or delivery from the buyer, the seller's obligation to deliver might be suspended if the buyer duty to specify or deliver etc. are late.

5.3 If otherwise not agreed, the place of delivery is seller's address. Seller may by appointment, arrange shipment at buyer's risk.

5.4 The goods are considered delivered when they are sent from seller or when buyer is notified that the goods are ready for collection.

5.5 If buyer can or will not receive the items in accordance with the contract, the seller may store the goods at the buyer's expense and risk. The product is then considered delivered and can be invoiced.

5.6 Seller may, at the buyer's risk and expense, sell or dispose of goods that the buyer does not wish to receive, when seller has stored the goods for 6 months.

5.7 If the buyer would make valid that the goods are delivered late from the seller or if there are other delays on seller's hand, the buyer must notify the seller immediately and within 2 working days after delivery or, if delivery has not taken place, by the expiration of the agreed time of delivery. If buyer has made valid a delay, he is entitled to cancel the purchase if the purpose of the purchase will be substantially unsuccessful due to the delay. Can the seller sell the goods to others without loss, buyer can cancel the purchase if the delay is significant for him.

5.8 The buyer can not claim compensation for delay from seller unless such a right is agreed upon in writing.

6. COMPLAINTS / DEFECTS

6.1 Buyer is obliged to immediately after receipt and before the products are used, to acquaint himself with whether it is delivered according to the contract. Transport damage or missing parcels is buyer obliged to notify the carrier about immediately and with appropriate documentation. Defects that can be detected by an ordinary examination, must be in writing and be received at the seller within 2 working days after the item is considered received, otherwise a written complaint must be made immediately the defect is discovered and latest within 14 days of receipt. If the complaint has not taken place within these limits delivery is considered accepted.

6.2 In the case of errors or defects where seller is liable, seller is entitled to either rectify the error, make compensation delivery for the defective goods or reimburse the invoice value thereof. Seller has no liability beyond this. Return of goods are not accepted without prior notification.

6.3 The seller can deliver 10 % more or less than agreed upon in the contract per article exceeding 500 kg, and 20 % more or less than agreed upon per article under 500 kg, without this constituting a breach of contract, deviation or defect in the delivery.

7. PRODUCT LIABILITY / LIMITATIONS

7.1 According to the Norwegian Act relating to compensation in certain circumstances of 1969 § 2-1 seller is liable only for damage caused willfully or negligently under the seller's employees performing work. There are no liability if the employee goes beyond what is reasonable to expect on the nature of business or subject matter and nature of work.

7.2 Seller shall have no liability for damages to real and personal property that occurs while the goods are in the buyer's possession. Seller have no liability for damage to products manufactured by the buyer or other products where the goods are included.

7.3 In no case the seller has responsibility for operating losses, lost of profits or other indirect losses.

7.4 To the extent that the seller should be liable to third parties, the buyer is obliged to keep seller indemnified to the same extent as the seller's liability is limited by the three preceding paragraphs.

7.5 These limitations in seller's liability does not apply if he has been guilty of gross negligence.

7.6 If a third party make claims against the seller or buyer for compensation of damage as provided for under this paragraph, the contracting party must be informed immediately.

7.7 The seller is not liable for damage to goods caused by buyer's inadequate warehousing and/or that the buyer uses the goods contrary to public policy or good practice.

7.8 On delivery in accordance with specifications, models or patterns provided by the buyer, the buyer is responsible for ensuring that this material does not cause any infringement of patent, trademark, or other intellectual property right. Buyer shall hold seller indemnified against any expenses occasioned by any offenses as provided in this section.

7.9 Defects or errors which are not marked in the buyer's confirmation, sample pack or equivalent, the seller has no responsibility for. Seller disclaims responsibility for errors compared to orally casted orders or changes. Minor deviations from the supplied sample, insignificant deviations with regard to plastic or other material, minor deviations from the approved proof or proofs that sells because of material nature or technical conditions can not reasonably be liable for, does not give the buyer a basis for refusing to receive the goods. Such discrepancies would not enable the delivery as deficient and does not provide the buyer the right to price reduction or the right to reject the delivery.

8. PROPERTY

8.1 Proposals, artwork, designs, proprietary auxiliary and computer equipment, drawings and other tendering documents not drawn up by the buyer, is seller's property and can not without special agreement used by the buyer or be given to third parties.

8.2 Buyer has the right of disposal and ownership of descriptions, specifications or other supplied by the purchaser or other buyer pays separately for. Likewise, buying property / user rights to form tools. Seller can not in any way apply what is referred to in this paragraph to third parties. Seller is obliged to disclose material, form and tools on buyer demand when this is paid for.

9. DELIVERY PREVENTIONS / FORCE MAJEURE

9.1 Seller shall be released from his obligations if the contractual fulfillment of the agreement is prevented by unforeseen circumstances that seller has no control over, such as fire, war, mobilization, rebellion, requisition, labor conflicts, currency restrictions, machine damage, restrictions in the supply of energy or lack or failure at seller's suppliers as a result of circumstances referred to in this provision.

9.2 To the extent that the performance of the contract is prevented because of the circumstances mentioned above, the obligations is postponed in the time the obstacles persists.

9.3 Each party can with a 14 days notice cancel the contract if the delivery according to the above provisions will be delayed more than 6 months.

9.4 Compensation can not be claimed and the agreement can not be cancelled when the circumstances that prevents compliance is ceased.

10. MISCELLANEOUS

10.1 To the extent not otherwise agreed in writing or laid down in these conditions, the Norwegian Sale of Goods Act of 1988 applies.

11. DISPUTES / CHOICE OF LAW

11.1 Seller's jurisdiction is adopted by any dispute arising in connection of the contract. Any dispute will be judged according to Norwegian law, unless otherwise expressly stated in the contract.

11.2 Disputes where the object's value amounts to more than NOK 100 000, is determined pursuant to the provisions of the Norwegian Arbitration Act of 2004. The tribunal is set at seller's place of business.