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## **STYREG NORGE AS**

### **General Terms and Conditions of Sale and Delivery**

These General Terms and Conditions of Sale and Delivery (the "Terms and Conditions") shall apply to all agreements on deliveries of products and/or services ("Products") from STYREG NORGE AS, ORG no. 821749522 ("STYREG") for business customers ("Buyer").

#### **1. Contractual basis**

Any agreement on STYREG's sale of Products is conditional on the Buyer's acceptance of these Terms and Conditions.

It shall be considered acceptance of the Terms and Conditions that the Buyer places an order for the delivery of Products from STYREG. The Terms and Conditions, together with the offer and corresponding acceptance thereof, form the overall contractual basis for STYREG's sale and delivery of Products and associated services to the Buyer, unless otherwise expressly agreed in writing between the parties. The Buyer's purchase conditions – printed on orders or otherwise communicated to STYREG – do not form part of the contractual basis, unless STYREG has specifically and in writing accepted the conditions. The Terms and Conditions are binding for both STYREG and the Buyer. Changes and additions to the contractual basis are only valid if they are confirmed in writing by STYREG.

#### **2. Acceptance of offer and order–confirmation**

An order is considered the Buyer's offer to purchase Products in accordance with these Terms and Conditions. STYREG shall not be considered to have accepted an order until the Buyer has received STYREG's written, including electronic, acceptance of the order. STYREG's acceptance can be given in the form of a written order–confirmation. If STYREG's confirmation of an order does not agree with the Buyer's order or the contractual basis, and the Buyer does not want to accept the inconsistent terms, the Buyer must notify STYREG of this in writing no later than 2 working days after receiving the order–confirmation. Otherwise, the Buyer is bound by the order–confirmation. Offers from STYREG, which are accepted by the Buyer, are not binding for STYREG, until the Buyer has received STYREG's written order–confirmation.

#### **3. Prices**

Prices for Products are exclusive of VAT and other taxes or charges. STYREG reserves the right to regulate the agreed prices for undelivered Products in the event of exchange rate changes, material price increases, price increases from sub-suppliers, changes in customs duties, changes in wages, state intervention or similar matters over which STYREG has only limited or no control. STYREG is also entitled to payment for additional fees and expenses, such as, but not limited to, small orders, shipping and handling, express shipping, returns and cancellations, provided STYREG has informed the Buyer of such additional fees and expenses, e.g. in STYREG's order–confirmation, in price lists, or in some other way.

#### **4. Packaging**

Disposable packaging is included in agreed Product–prices and is not reimbursed in the event of a return. Reusable packaging is not included in the Product–price.

#### **5. Payment terms**

Unless otherwise agreed, payment must be made no later than 30 days from the invoice date. All payments must be made via electronic bank transfer or direct payment. From the due date, default interest is charged at 2% per month, but no more than the permitted interest under current law.

#### **6. Product liability**

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STYREG shall not be responsible for material damage caused by a delivered Product to objects (real estate or movable property) which, by their nature, are usually intended for commercial use. Thus, STYREG shall not be responsible for damage to products manufactured by the Buyer, or to products in which products manufactured by the Buyer are included. To the extent that STYREG may be charged with product liability towards third parties for such damages, the Buyer is obliged to indemnify STYREG. The Buyer must in addition indemnify STYREG for all claims regarding damage caused in connection with use of the Product, which is due to the Buyer's incorrect installation, repair, maintenance or use of the Product, the Buyer's failure to adequately educate employees in the use of the Product or the Buyer's failure to comply with laws or regulations. The Buyer is obliged to allow himself to be sued before the court or arbitral tribunal which deals with claims raised against STYREG on the basis of damage allegedly caused by the Product. If a third party makes a claim against one of the parties for liability for such damages, this party must immediately notify the other in writing.

#### **7. Limitation of liability**

STYREG is not liable to the Buyer for any of the following types of loss or damage that may arise from or relate to an agreement governed by these Terms and Conditions: 1) any loss resulting from loss of production, profit, turnover, goodwill or anticipated savings, or 2) any loss or destruction of data, or 3) any other consequential or indirect loss. STYREG's liability for loss or damage that may arise from or relate to an agreement governed by these Terms and Conditions shall be limited to the total amount that STYREG has invoiced to the Buyer for the agreement in question.

#### **8. Force majeure**

Irrespective of any contrary terms in the contractual basis, STYREG is not liable to the Buyer for non-fulfillment of obligations which may be attributed to force majeure. The freedom from liability remains as long as the force majeure situation persists. Circumstances that are beyond STYREG's control are considered force majeure control, and which STYREG should not have foreseen when the agreement was concluded. Examples of force majeure are unusual natural conditions, war, rebellion, terror, pandemic, fire, flood, earthquake, vandalism, import and export bans and other official prohibitions and restrictions, impossibility of delivery, exorbitant price increases and labor disputes, including strikes and lockouts.

#### **9. Complaints**

Claims regarding defects, delay, product liability or other claims for compensation must be made in writing to STYREG without undue delay.

#### **10. Prohibition against resale and use for certain purposes**

STYREG's Products are for civilian use. STYREG's Products cannot be used or resold for purposes that have any kind of connection to chemical, biological or atomic weapons or to missiles capable of delivering such weapons. STYREG's Products cannot be sold to individuals or companies or any other type of organization if it is known or suspected that these are related to any type of terrorist or drug activity. STYREG's Products may be subject to export control regulations and may therefore be subject to restrictions when selling to countries/customers subject to export/import bans. Such restrictions must be observed when reselling STYREG's Products for these countries/customers. STYREG's Products cannot be resold if there is doubt or suspicion that the Products may be used for purposes contrary to the above. If the Buyer has knowledge of or suspicion that the above conditions have been violated, the Buyer must immediately notify STYREG thereof.

#### **11. Personal data**

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STYREG and STYREG's subcontractors are entitled to process and store personal data regarding individual contact persons at the Buyer, e.g. name and contact details, also outside the Buyer's country. STYREG will use such personal data in connection with STYREG's fulfillment of its obligations towards the Buyer (e.g. administration of customer relations and payment transactions), to analyze and improve STYREG's products and services, and/or to send information regarding STYREG's products, services and events to the Buyer's contact persons. Where consent is required by law, the Buyer hereby consents to personal data being used and transferred as described above and acknowledges that personal data will be subject to the laws of the country where the data is stored/the server is located. STYREG will make use of sufficient contractual and technical mechanisms to ensure the protection of personal data. STYREG will store personal data as long as the business relationship with the Buyer continues and until the expiry of the limitation period for claims against STYREG. Where required by mandatory legislation, and provided that the necessary conditions are met, the Buyer as a natural person has the right to access, correct, inquire about, or object to the processing of the Buyer's personal data. For further information, contact your STYREG contact person – see [www.STYREG.com](http://www.STYREG.com).

## **12. Partial Invalidity**

If one or more of the provisions in these Terms and Conditions are found to be invalid, illegal or unenforceable, the validity, legality or enforceability of none of the other provisions shall be affected or impaired thereby.

## **13. Assignment**

STYREG and the Buyer may at any time assign their rights in accordance with these Terms of Delivery, in whole or in part. Neither party may assign its obligations under the Terms of Delivery without the other party's prior written acceptance.

## **14. Disputes**

Any disputes between the parties arising from or relating to an agreement governed by these Terms and Conditions shall be settled according to Danish law. Any dispute between the parties which arises from or is related to an agreement which is regulated by the Terms of Delivery and which the parties cannot resolve amicably must be submitted to and settled by arbitration in accordance with the relevant provisions of the Arbitration Act. Each party is entitled to have a restraining order lifted or to implement enforcement of arbitration awards in the ordinary courts. The place of arbitration shall be Copenhagen. The language of arbitration must be Danish, unless the parties agree otherwise. The arbitration proceedings and the arbitration award must be confidential and involved persons from each party are subject to a duty of confidentiality.