



# HL.Skjong AS General Sales Conditions

v1 – 27.11.2023

## 1. General

- 1.1. These General Sales Conditions shall apply to all products and works supplied by HL.Skjong AS (the “**Supplier**”) to the purchaser (the “**Purchaser**”) (the “**Scope of Supply**”). All the provisions thereof shall apply between the parties, unless both parties expressly agreed otherwise, in writing.
- 1.2. Subject to section 2 below, the following Orgalime conditions shall, with the deviation following herein, apply in the following instances: (i) the delivery of product and commissioning: the Orgalime S 2022: General Conditions for the Supply of Mechanical, Electrical and Electronic Product, (ii) the delivery includes installation work: the Orgalime SI14: General Conditions for the Supply and Installation of Mechanical, Electrical and Electronic Products

## 2. Appendix to this agreement and priority

- 2.1. In the event of any contradictions or conflict between the provisions in the quotation, these terms, the order confirmation and Orgalime S22/SI14, the document shall take precedence in the following order:
  - i. The Supplier’s order confirmation
  - ii. The Supplier’s quotation
  - iii. These general sales conditions
  - iv. Orgalime S22/Orgalime SI14

## 3. Scope of Supply

- 3.1. The Supplier shall deliver the product(s) listed in the Supplier’s quotation documents and further described in the Specification enclosed in (the “**Product**”).
- 3.2. Unless otherwise agreed in writing between the parties, installation, electrical and piping work and commissioning (the “**Work**”) is not included in the Scope of Supply.

## 4. Contract Price

- 4.1. The contract price for the Scope of Supply shall be as specified in the quotation document supplied by the Supplier ex. VAT (the “**Contract Price**”).
- 4.2. Costs for the shipment packaging of the Product is not included in the Contract Price.
- 4.3. The Supplier reserves the right to adjust the Contract Price due to fluctuation in the currency rates, energy costs, raw material costs, import duties and rapidly rising inflation which together increases the Suppliers costs of more than + 2% calculated from the rate/costs on the date of signing of the agreement.

## 5. Payment terms

- 5.1. The payment terms are 14 days net. The payments to be made according to the agreed date or payment schedule.



## 6. Delivery

- 6.1. Unless otherwise agreed, the terms of delivery shall be subject to ICC INCOTERMS 2020 Ex Works Suppliers warehouse in Breivika, Ålesund, Norway. The Supplier shall be entitled to make partial deliveries.
- 6.2. The Product shall be delivered in accordance with the agreed date or delivery schedule.
- 6.3. Unless otherwise agreed in writing, any documents included in the Scope of Supply shall be delivered only in a digital format by email.

## 7. Commissioning (if applicable)

- 7.1. Commissioning is not included in the Contract Price. All travel and accommodation costs shall be added to the Contract Price. The Supplier shall have the right to adjustments in the Contract Price due to increased number of commissioning days or roundtrips.
- 7.2. The Supplier shall only be obligated to perform commissioning during weekdays and within normal working hours (08:00-20:00).
- 7.3. The preliminary schedule for the commissioning is stated above. In due time before start of commissioning, the Purchaser shall notify the Supplier of changes, if any, to the schedule. The Purchaser shall without undue delay keep the Supplier informed of additional changes, if any, to the schedule. The Purchaser shall reimburse the Supplier for all additional costs related to any changes to the schedule.
- 7.4. Any waiting time during commissioning not due to the Supplier shall be paid for by the Purchaser at the agreed rates for the commissioning work.

## 8. Variation

- 8.1. The Purchaser may require variations in writing to the originally agreed Scope of Supply until the Product has been delivered. Such request shall contain an exact description of the variation required.
- 8.2. Within reasonable time after receipt of a request for a variation, the Supplier shall notify the Purchaser in writing of its proposal to implement the variation and the resultant adjustments to the Contract Price, the date of delivery and other terms of this agreement. The Supplier shall have no obligation to implement variations requested by the Purchaser until the parties have agreed in writing on the adjustments to the Contract Price, the date of delivery and other terms of the agreement.

## 9. Confidentiality

- 9.1. All information exchanged between the parties or the parties' representatives, whether written or oral, in connection with this agreement shall be treated as confidential ("**Confidential Information**") during the term of this agreement and after its expiry.
- 9.2. The parties shall not (i) disclose any Confidential Information of the disclosing party to any third party, using at least the same degree of care as it uses to protect its own confidential information,



but not less than reasonable care or (ii) use such information for any purpose other than to perform its obligations under this agreement.

## **10. Indemnification**

10.1. The Purchaser shall indemnify and hold harmless the Supplier from and against any claim concerning:

- i. personal injury to or loss of life of any employee of the Purchaser
- ii. loss of or damage to any property of the Purchaser,

which may arise in connection with the performance of the Work. This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of the Supplier.

## **11. Taxes**

11.1. Taxes, fees, duties or the like imposed on either the sale, manufacture, dealing with, distribution, import or use of commodities and/or services or otherwise howsoever levied against or added to the Contract Price in any other country than Norway and shall in all cases be excluded costs that shall be added to the Contract Price for payment by the Purchaser. The Purchaser shall indemnify the Supplier against all such taxes, fees, duties or the like.

## **12. Disputes and applicable law**

12.1. This agreement shall be governed by Norwegian Law.

12.2. Any disputes related to this agreement, that is not settled amicably shall be settled by court proceedings unless the parties agree otherwise. Any court proceedings shall be brought before More og Romsdal tingrett/District Court in Ålesund.



## Equipment Storage Instructions

If the equipment is not put into immediate use, it should be stored in a clean, dry location. Proper storage must protect equipment from moisture, environmental contamination, and physical damage.

To minimize the effect of ground temperature, ground moisture and promote air circulation during storage, it may be advisable to place the equipment on supports to elevate it above ground level. The foundation must be such that water is not allowed to collect under the assemblies.

Heating may be required to keep the storage temperature even and above freezing point. Care should be taken to keep the equipment covered when moving between locations with different temperatures, otherwise condensation may occur. If condensation does occur, and the equipment is moist, allow it to dry thoroughly before use.

To properly protect the equipment during storage, the type of shelter required will depend upon local conditions such as rain, snow, wind, dust, dirt, drippings, moving vehicles, local construction etc. The ideal shelter should be a dry, clean, heated, and well-constructed building.

Inspect periodically.

Failure to follow these instructions may result in void warranty.