



Specification

Subject	2 - Purchasing Terms		
Specification	2.1 - General purchasing terms		
Publisher ID	MAT	Date: 12.04.1997	by Herman Hovland
Document No.:	2.1	Rev. No. 3.4	Valid from: 28.11.2011

Table of contents:

1.	Offer	2
2.	Order and order confirmation	2
3.	Delivery and time of delivery	2
4.	Drawings, documentations and training	2
5.	Quality assurance and control	3
6.	Insurance	3
7.	Erection and acceptance	3
8.	Defects and guarantee	3
9.	Price	4
10.	Payment	4
11.	Patent rights	4
12.	Disputes	4
13.	Other terms	4

Buyer in this document is Sør-Norge Aluminium AS



Specification

1. Offer

- 1.1 *There will be no remuneration for offer preparations.* Possible deviations from the inquiry documents must be specified explicitly.
- 1.2 *Buyer* is free to choose any of the received offers or reject all.

2. Order and order confirmation

- 2.1 Only written orders are binding for *the Buyer*.
- 2.2 *Order confirmation shall be forwarded to the Buyer no later than 7 (seven) days following the Order Date.* Otherwise *the Buyer* reserves *their* right to cancel the order.
- 2.3 Material Safety Data Sheets (MSDS) shall be included with all chemicals delivered and accepted by *Buyer* before delivery has taken place.

3. Delivery and time of delivery

- 3.1 If the time of delivery stated in the order is according to a given offer, it is binding. If the order does not refer to any particular offer, the time of delivery quoted in the order is binding for Seller, unless another delivery time is stated in the order confirmation.
- 3.2 If the delivery has been delayed, *Buyer* has the right to cancel the order or to claim penalty at 2% of the order amount per *calendar* day. Part deliveries that are *delayed* will be counted pro rata. The penalty is limited to maximum 10% of the order amount. This claim no longer applies if Seller pleads force majeure. Seller should inform *Buyer* in writing as soon as it turns out that an agreed time of delivery cannot be kept. Seller should then state the reason for the delay as well as the new time of delivery. If no such information is sent, Seller has lost *their* right to plead force majeure.
- 3.3 If Seller or someone *for whom they are* answerable, is guilty of gross negligence, *the Buyer can*, instead of penalty, claim compensation for the direct and indirect loss suffered by the delay.
- 3.4 The delivery shall be properly packed. The packing and necessary forwarding papers shall be marked with *Buyer's* name and *address*, *Buyer's* order no., Sellers name, product name, number, gross and net weight in *kgs*. Deviations from these requirements for packing and marking, can lead to return of the delivery on Sellers account.

4. Drawings, documentations and training

- 4.1 All drawings and descriptions supplied by *Buyer* remain *the Buyer's* property. These shall not be copied, reproduced or handed over to others without *Buyer's* written consent.
- 4.2 All documentation such as certificates, drawings, instructions etc. specified in the order, are considered as a part of the delivery. *No later than the Delivery Date, the Seller shall, at no cost, make 2 (two) sets (or an otherwise agreed number) of pertaining technical documentation available to the Buyer, sufficiently detailed that the Buyer may perform installation, commissioning, operation, and maintenance (current maintenance included) of all parts and components of the Product.*

However, the Seller is not obligated to provide documentation related to the manufacturing of the Product or its spare parts. Upon agreement with the Buyer, the Seller may fulfil the obligations above by making said documentation available via the Internet. Training plan for operation and maintenance shall be available before start up and testing. Seller must submit maintenance and operation manuals in 3 copies, in Norwegian, if nothing else has been agreed.

5. Quality assurance and control

- 5.1 Seller shall have a quality assurance system which covers the nature of the purchase. Buyer has the right to request that Sellers quality assurance system is according to ISO 9000 series, and that all activities keep an acceptable environmental standard.
- 5.2 Seller is responsible for that requirement for CE-marking of material and equipment is fulfilled; cf. *The Norwegian Labour Inspection Authority, regulation No. 544 Regulation on Machinery, § 10.*
- 5.3 At any time Buyer has the right to make the inspections and tests that *they desire*, to control that the delivery is in accordance with the order. Buyer can then also demand that Seller presents test documents, material certificates and calculations for parts exposed to particular strain in accordance with the quality assurance. Such control does not exempt Seller for the responsibility that the delivery will be in accordance with the order.

6. Insurance

- 6.1 Seller shall, on Buyer's request, hand over original certificates of insurance with terms for the insurance *they are* obliged to effect according to the order.
- 6.2 Seller is responsible to affect an insurance covering company and product liability.

7. Erection and acceptance

- 7.1 Erection is not included in the delivery unless this is agreed.
- 7.2 Travelling route shall be approved by Buyer in the cases where the travelling expenses are charged Buyer.
- 7.3 All additional- and hourly basis work must be agreed upon in writing with Buyer before the work is put in progress. Additional and *hourly based* work that Seller has done or claims to have done without being able to refer to a written order, will not be paid by Buyer.
- 7.4 Erection work must be done within the framework of rules, procedures and regulations in force at the working area.

8. Defects and guarantee

- 8.1 Seller is responsible that all the qualities prescribed will be fulfilled. Seller shall guarantee that the delivery is in accordance with the requirements from the Norwegian authorities (Arbeidstilsynet), which apply in the actual area. If there is any doubt about this, it is Sellers duty to make the necessary investigation to clear up the matter.
- 8.2 Seller shall not use subcontractors unless they are approved by Buyer in advance. Still Seller is guarantor for the whole delivery.



Specification

- 8.3 *Buyer* shall inform Seller in writing within a reasonable time after *they have* discovered a defect. The deadline for claiming expires 2 years after accepted delivery or formal taking over. If spare parts are replaced or repaired during the guarantee period, the guarantee period for these will start from the date of replacement or repair. Seller shall cover all expenses in connection with the claim.

9. Price

- 9.1 If nothing else has been agreed, the price is to be understood for delivery DDP SØRAL Husnes (ref. INCOTERMS 2010) incl. Packing, excl. Taxes.
- 9.2 All prices are fixed. Fixed prices mean that *Buyer* does not accept currency clauses, indexing of prices or other forms of adjustment.
- 9.3 Seller shall not charge invoicing fee, forwarding fee, packing fee, marking fee etc. in addition to the prices.
- 9.4 If the freight is to be paid for by *Buyer*, the instructions which *Buyer* at any time gives are to be followed. If no such instructions are known, Seller must contact *Buyer* to get them.

10. Payment

- 10.1 If no other terms have been agreed, the invoice will be paid free month + 30 days after contractual delivery has taken place, however, at the earliest 30 days after correct invoice is received.
- 10.2 All invoices must be marked with *Buyer's* order no. Invoices to be forwarded to: *invoice@soral.no*.
- 10.3 With prepayments, Seller shall always issue a bank guarantee for the prepayment amount.

11. Patent rights

Seller is responsible that machines, equipments, drawings and instructions supplied by him do not infringe the patent rights or other non transferable rights of others. Seller is obliged to protect *Buyer* from loss or any demand arising in that respect.

12. Disputes

Any dispute in connection with this order is to be decided by arbitration according to the Norwegian Dispute Act, chapter 32. *Legal venue shall be the Sunnhordland Tingrett.*

13. Other terms

In addition to these General Purchasing Terms, *Buyer* has technical specifications for construction, electro, machine, vehicle, *surface treatment and LOTO*. Furthermore there exist instructions for contractors and hired companies that have work within *Buyer's* plant area. *These are available at <http://www.soral.no/no/sider/Linkar/Innkjopsbeting>.*