

General Terms and Conditions, Castolin Trio AS

1. Definitions

"Customer" means the person, firm, company or other body (whether corporate or not) who has placed an order at Castolin Trio AS.

"Contract" means the contract for the supply of specified goods or service to the Customer.

"Goods" means all those products and or services which are the subject of the Customers order.

"in writing" or "written" means written on any paper document or electronic communication.

2. Price and Payment

The price and delivery terms shall be as stated in Castolin Trios quotation. Such price is valid for a period of 30 days after the date of Castolin Trio as quotation.

Unless otherwise agreed in writing by Castolin Trio, the price is exclusive of Value Added Tax, customs duties and all other taxes, duties and expenses.

Castolin Trio shall be entitled to invoice each instalment as and when delivery has been made unless otherwise is agreed in writing by Castolin Trio.

Castolin Trio reserves the right, by giving notice to the Customer, at any time before delivery increase the price of the Goods to reflect any increase in the cost to Castolin Trio.

Castolin Trio reserves the right to invoice on a proforma basis, and when such invoice has been raised will not provide any Services until the invoice is paid in full.

In the event of variation or suspension of work by the Customers instructions, or lack of instructions, the quoted prices shall be adjusted accordingly.

Produced parts by Castolin Trio and goods related to product sales remain in Castolin Trio AS custody until fully payment received.

Any complaints to be issued within 14 days from receipt of invoice.

Overdue interest is charged on any late payments.

3. Cancellation

If the Customer cancel this order for any reason whatsoever, the seller (Castolin Trio) will charge for on the basis of actual costs of labour, materials and supplies applied to the production of such items and proper and reasonable overhead expenses; provided, however, that such cost and expenses shall not exceed seventy-five percent (75%) of the quoted price of such items.

4. Delivery

Castolin Trios delivery terms is Ex Works, Hammaren 13, Tananger, Norway, unless otherwise is agreed in writing by Castolin Trio.

The Goods shall be deemed to have been delivered at the point at which they have been made available for collection by or on behalf of the Customer.

Any delivery time, date or period ("timescale") shall be regarded as an estimate only and shall not be of the essence of the Contract. Castolin Trio will use all reasonable endeavours to meet any such timescale but shall not otherwise incur any liability for any loss or damage resulting from its failure to do so unless the parties have expressly agreed in writing.

5. Temporary import for maintenance

When goods for maintenance is shipped to Trio from outside Norway, the customs clearance upon arrival and departure must be advised to Castolin Trios freight forwarder Logi Trans.

Castolin Trio AS does not accept that goods is delivered or discharged prior to customs clearance performed by Logi Trans AS.

Norwegian "Customs clearance within 10 days" regulation is not to be used.

If this procedure is not followed, any additional costs will be charge to the Customer.

6. Force Majeure

If seller is unable by reason of Force Majeure to carry out any of its obligations under this order, other than obligations to pay money, then on seller giving notice and particulars in writing to the Customer within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended.

Force Majeure shall include acts of *God, laws and regulations, government action, war, civil disturbances, strikes and labour problems, lightning, fire, flood, washout, storm, breakage or accident to equipment or machinery, shortage of raw materials and any other causes that are not reasonably within the control of the Seller.

7. Applicable and Governing Law

This Order shall be governed by and all disputes shall be resolved in accordance with the laws of Norway. The Parties agree to be subject to and comply with all laws, rules, regulations and decrees of any governmental or regulatory body having jurisdiction over the items to be provided by Seller or that may otherwise be applicable to this Order.

8. Limitation of Liability

Notwithstanding anything to the contrary in the contract, including all documents making part or thereof, Castolin Trio shall under no circumstances be liable for :

- a) any indirect, special, punitive, incidental or consequential loss;
- b) any loss of anticipated profit or loss of business; or
- c) any third party claims against Castolin Trio;

whether such liability would otherwise arise in contract, tort (including negligence) or breach of statutory duty or otherwise.

9. Indemnity

Castolin Trio will indemnify the Customer against all damages, penalties, costs and expenses to which the Buyer may become liable as a result of work done in accordance with the specification(s) and drawing(s) which involves the infringement of any letters patent or registered design.

Castolin Trio will indemnify the Customer against any loss or liability whatsoever which is suffered or incurred by the Customer as a result of acts of Omission by Castolin Trio or Castolin Trios agents in the course of collection of goods from the Customer.