

GENERAL DELIVERY/SALE TERMS

1. Introduction, range offer and acceptance

These delivery conditions apply in their entirety to all sales of goods from Sensors AS, hereinafter called the Seller. These Terms supersedes any discrepancy in the buyer's order or other correspondence unless the seller agree in writing otherwise. Buyer agrees terms of sale by accepting the order confirmation, sales agreement or by receipt of goods, either personally or by a third party.

2. Offer, price, etc.

For all sales the price at the delivery date applies. If not otherwise agreed in writing. Seller reserves the right to change the offer, price, discounts, structures and dimensions without notice. Price is based on our suppliers' offerings and applicable tariffs, fees and exchange rates. Seller reserves the right to adjustments in case of change thereof. Seller can not make adjustments for change that may occur after the seller has received payment from the customer or confirmation from his bank about such payment. By orders for deliveries with value below NOK 1.000, - a handling fee of NOK 100, - will be charged.

3. Drawings / product specification

All drawings, models and samples sent buyer remains property of the seller, unless otherwise agreed. Product specification may change without notice.

4. Delivery

Delivery time is calculated from the day when the order is received by seller. The delivery time shall be deemed extended for a period if:

- a) The buyer has failed to pay in accordance with the agreement or failed to set the demanded security, ref. section. 11.
- b) The buyer has not given the seller the required technical information necessary for the delivery in time.
- c) The buyer refuse to receive or has failed to accept the delivery to originally agreed time or have not made such preparatory work or taken precautions that are necessary for timely delivery.
- d) Buyer or his customer demands such a change in deliverables that it may cause delays.
- e) If the buyer can not receive goods at the agreed time, the storage is provided at buyer's expense and risk. The seller may demand settlement in accordance with the sales agreement as if the delivery had taken place.

5. Force Majeure

If circumstances as labour disputes, fire, war, military uprising, seizure, currency restrictions, rebellion, shortage on transport, general shortages, labour shortages, restrictions regarding power supply or delay of deliveries from subcontractors due to circumstances mentioned in this paragraph or other supernatural events, the delivery time extends until normal situation is returned.

6. Delay Responsibility

Financial responsibility due to delayed delivery only applies when this is agreed in writing in advance and caused by opportunities under seller's control. The responsibility does not apply to indirect losses.

7. Delivery

Delivery is from seller's stock to the nearest shipping location.

8. Packaging

Packaging is charged at actual cost.

9. Shipping

Shipping is at buyer's risk and expense. Seller provides transportation insurance at buyer's expense when the buyer requests it.

10. Payment Terms

Payment shall be made net per 15 days, counting from the date of invoice, unless otherwise is stated in the invoice. In case of late payment, interest rate of 1% per commenced 30 days is charged after due date.

11. Security

Seller reserves the right to require security for the invoice amount, and such security may be required after the order is accepted.

12. VAT

All prices are exclusive of VAT or similar tax which will eventually replace this.

13. Defect items

Remarks about deficiencies of the product shall be submitted within 8 days after reception. Seller reserves the right to repair the goods or replacing it with a corresponding new one. Unless the seller has acted negligently, he is not liability for loss or damage the buyer may have as a result of the defective item. This also applies if the buyer is liable to third parties. Defective goods must be returned if Seller wants this.

14. Return

Return of stock articles is not permitted unless agreed in advance. Any items that are accepted in return, are credited as follows:

- a) Unopened packages with invoice reference credits buyer net invoice price minus 20%.
- b) Opened packages with invoice reference credits buyer net invoice price minus 30%.
- c) Return of goods without invoice reference credits buyer list price minus discount minus 50%.
- d) Order goods and items that are not stocked, can not be returned without that this is accepted by the sub supplier. At all returns goods must be in such condition that they can be resold without extra costs. Return at sellers expense is only applicable if this is due to sellers wrong handling, product failure, etc. Upon return the buyer must always provide information about sellers invoice date and number. The shipper pays the freight costs.

15. Warranty / Service

The guarantee period is counted from the date of shipment and apply to the extent that seller is covered by the manufacturer's warranty, normally 12 months. For consumers applies 24 months warranty. Guarantee applies to material and workmanship and is limited to free repair and replacement of parts in the seller's premises within normal working hours. Shipping, forwarding and other costs associated with warranty repairs and regular service, are covered by the customer. Warranty service performed at the clients premises, will be charged with travelling costs and subsistence expenses. Warranty is void if:

- a) Product is tampered with
- b) Payment terms has not been fulfilled.
- c) Product is damaged due to improper treatment.

Warranty does not cover wear as a result of normal use. Whatever referred in this chapter, warranty will not apply for any part of the goods for no longer than 12 to 24 months from delivery date.

16. Product liability

Unless the seller has acted negligently, the seller has no responsibility for loss or damage as a result of errors in the delivery. This applies even if the customer is liable to third parties. Seller is not liable for any direct or indirect losses.

17. Disputes

Disputes in connection with this terms shall be settled by arbitration in accordance with the Norwegian Civil Procedure Act 32.