

General terms and conditions of sale

voestalpine High Performance Metals Norway AS

1. Scope
The general terms and conditions of sale apply unless otherwise stated in a written agreement between the parties.
2. Quotation and product information
 - 2.1 All quotations are non-committal.
If no special requirements or material specification have been presented, the material will be delivered to standard without any liability on the seller.
 - 2.2 All illustrations, drawings, listings of prices and technical information in catalogues, brochures and other marketing media are all indicative.
3. Quality
 - 3.1 The buyer holds the risk and is responsible for assuring that technical data and all aspects of the goods is suited to the intended application.
 - 3.2 If the material isn't ordered to a specific standard or specification, material will be delivered without regard to special requirements and without any liability on the seller. The latest material standard revision applies in full.
4. Quantity
 - 4.1 The order confirmation or packing list determines if delivery shall be made in weight, pieces or by length designation.
 - 4.2 When ordering special dimensions and qualities, the buyer commits to accepting the normal difference in quantity following the production process.
 - 4.3 When delivering from mill, the quantity could deviate by up to 10% from the quantity agreed upon in the confirmation.
5. Insurance
 - 5.1 Unless otherwise agreed, the seller will cover insurance in alignment with the given freight conditions. When goods are delivered from mill or external supplier the same conditions will apply regardless of who is responsible for transporting the goods, the mill, the supplier or the seller. (ref. Incoterms 2010).
 - 5.2 In the case of CIF, the seller will not take out insurance against stranding/capsizing unless this has been agreed with the buyer.
6. Payment terms
 - 6.1 If the seller demands it, the buyer must provide guarantee of payment.
 - 6.2 Reason for complaint following errors and omissions does not relieve the buyer from payment.
 - 6.3 The buyer is not in a position to counter balance funds in the case of disagreement concerning a claim.
 - 6.4 If payment is delayed beyond the given due date, the buyer will pay the applicable interest per started month.
 - 6.5 Should payment not find place by the given due date, the seller is in his right to demand payment in full.
7. Prices, currency
 - 7.1 In the case government taxes, terminal –and transport costs or insurance changes or new are added to the original agreement, the price will be updated accordingly.
 - 7.2 In the case that unimpeded transport cannot take place, all extra costs as a consequence must be covered by the buyer.
 - 7.3 If exchange rates change between conclusion of agreement and time of payment, the price should be changes accordingly. Seller does not refund differences in exchange rates after payment due.
8. Invoicing
Invoice date is the date when the goods leave sellers warehouse or is ready for collection at the designated mill or supplier. VAT will be calculated based on the invoice date.
9. Contracts
If the buyer doesn't specify purchase within the agreed time, seller has the right to set the specifications, cancel the agreement or/and claim compensation.
10. Order confirmation
All deals are considered final upon when seller has issued written order confirmation or delivery has been initiated. The order confirmation is considered accepted unless the buyer informs of objections immediately after receipt.
11. Ownership
The seller holds ownership of all delivered goods until the full purchase price including addition of interest and costs are paid. Acceptance will not be considered as payment until it has been met in full.
12. Delivery times
 - 12.1 The stated delivery time is indicative.
 - 12.2 Delivery time will be calculated on the basis of the following times, whichever is the latest:
 - a. The day final material specification is noted by the seller, supplier or production facility where the order is placed.
 - b. The day seller receives pre-payment or other assurance for the order.
 - c. The day the required domestic or international applications/permits are approved/in place.
 - 12.3 If the basis of the order is changed by the buyer, the agreed delivery date will shift accordingly despite what was stated in the original agreement.
 - 12.4 Any amendments or additions will subject the order to extended delivery time in the extent necessary to undertake such changes.
 - 12.5 The delivery date is the time when the goods are ready for shipment at seller's location, supplier or the production facility where the order is placed.
13. Delivery and transfer of risk
 - 13.1 The risk is immediately transferred to the buyer at the point when shipment starts regardless of what incoterm is used. (ref. Incoterms 2010).
 - 13.2 The seller reserves the right to choose means of transport and transport route without any consideration to cost.
14. Delay
 - 14.1 The seller is not to be held liable should delivery time exceed the stated delivery date. Thereunder causes following war, threat of war, conflict, blockade, requisitioning, confiscation, military service, currency restriction, import –or export ban, refusal of license, blacklisting, thereunder fear of being blacklisted, rationing of fuel or electricity, power out, work related conflict, forced reduction in workhours, insufficient access to raw materials, water shortage, storm, obstacles due to snow, ice, flood or other nature disasters, breakdowns thereunder engine and machinery failure, fire, epidemic, rejection of materials, bankrupt supplier, annulment or delay and any other cause beyond normal control.
 - 14.2 The buyer is not in a position to cancel the order unless the seller can cancel their order with the relevant supplier or production facility where the order is placed.
15. Force majeure
 - 15.1 All circumstances that prevent or complicate delivery, both when in general and when affecting the seller, supplier or transporter directly are considered as force majeure. Thereunder causes following war, threat of war, conflict, blockade, requisitioning, confiscation, military service, currency restriction, import –or export ban, refusal of license, blacklisting, thereunder fear of being blacklisted, rationing of fuel or electricity, power out, work related conflict, forced reduction in workhours, insufficient access to raw materials, water shortage, storm, obstacles due to snow, ice, flood or other nature disasters, breakdowns thereunder engine and machinery failure, fire, epidemic, rejection of materials, bankrupt supplier, annulment or delay and any other cause beyond normal control.
 - 15.2 In the case these conditions are considered long lasting or permanent, the seller reserves the right to cancel parts of or the entire order. If circumstances are temporary, the seller can demand to extend delivery time without liability towards the buyer for any damage or lost profit as a result.
16. Cancellation
 - 16.1 If the buyer cancels the order or/and services he must cover all expenses related to the cancellation including sellers lost profit or other losses as a result.
 - 16.2 The buyer can only cancel as long as the seller can cancel with his supplier or production facility where the order is placed.
17. Investigative duties and claims
 - 17.1 The buyer is obligated to examine the goods upon receipt.
 - 17.2 All claims must be in writing and contain in details the shortcomings and faults on which the claim is raised.
Claims concerning:
 - a. Transport damage, number of parcels or weight must be done immediately and documented to the relevant transporter.
 - b. Quality and faults on the goods must be done immediately after the fault is discovered and no later than 6 months from receipt of the goods.
 - c. Certification must be done immediately after receipt.
18. Inadequate delivery
 - 18.1 If there are any problems with the delivered goods or services the seller has the choice to repair the item, make new delivery or agree to a price reduction.
 - 18.2 The buyer's right to raise claim is removed if the goods are altered, modified or repaired by other than the seller unless the seller has given his written consent. If the seller doesn't take measures or arranges new delivery within reasonable time, the buyer is entitled to cancel the order. Any cancellation claims must be presented in writing as soon as it has become clear that repair or re-delivery will not be done within due time. The buyer does not, under any circumstance, have the right to cancel the order unless the fault is significant.
 - 18.3 Further to the provisions in 18.1 – 18.3, the seller does not take responsibility for damage or loss following the buyers further use of the goods, or other consequences related directly or indirectly to production loss, work expenses, fines, price difference, compensation, expected earnings or damages to the goods caused by people or objects.
19. Returns
 - 19.1 The goods can be returned following an agreement between seller and buyer. If the reason for return is not due to fault by seller all return costs will be deducted from the credit note.
 - 19.2 Packaging is not accepted in return.
20. Production mills terms of sale
When delivery is made from a production facility, the sale is made based on the terms of the delivering mill as well as these terms. In case of conflict the terms of the mill will apply.
The provisions regarding ownership will always apply regardless of the terms of the delivering mill.
21. Buyers terms of purchase
The seller's terms of sales are considered accepted by the buyer upon receipt of order confirmation or start of delivery. Hence the buyer's terms of purchase will not be applicable.
22. Disputes
Any offer or order is done in accordance with Norwegian law.
In case of lawsuit, the parts agree to conduct proceedings in the seller's forum.