



Westcontrol AS
Sales and delivery conditions
Rev.1 of 01.12.2008

1. Scope

Westcontrol AS standard sales and delivery conditions apply to deliveries unless otherwise agreed in writing. Additions to, or deviations from, Westcontrol AS' standard sales and delivery conditions must be agreed in writing.

2. Drawings and other documents

If nothing else is especially agreed adequate documentation is supplied so that the purchaser will be able to manage installation, servicing and maintenance. The documentation must be considered as guiding unless otherwise expressly agreed between the parties.

Received drawings, other technical documents or technical information cannot be used without consent for anything other than the purpose intended when handed over. Neither must they be copied, reproduced, handed over to a third party or in any other way brought to the third party's knowledge without consent from Westcontrol.

3. Price

The prices are based on current rates of duty, taxes, exchange rates and international commodity prices. We make certain reservations regarding the right to adjustment in the event of changes to these. VAT is not included in the prices. Any due environmental taxes will be added.

4. Payment terms

Payment terms are 30 days from date of invoice. In the case of late payment Westcontrol AS will have a right to delayed interest in accordance with the current applicable percentage rate according to the law regarding interest due to late payment.

5. Retention of title

Westcontrol AS has security for the unpaid purchase of the supplied goods which remain the vendor's property up until the purchase price, with the addition of any interest and costs, has been paid.

6. Delivery

The goods are supplied in accordance with Incoterms 2000, and 'Ex Works' which implies that the goods are considered as delivered by the place of sale, and that the purchaser bears all responsibility for transportation to the recipient's address.

7. Cancellation/annulment:

A binding agreement has been entered into between Westcontrol AS and the purchaser when Westcontrol AS has confirmed the customer's order, or accepted and confirmed a received order. Annulment of the entered into agreement can occur by written consent from Westcontrol AS.

8. Delivery time

The current delivery time is that which is stated on our order confirmation. The stated delivery date is the date which the goods are delivered to the freight operator and the goods are also then considered as delivered to the customer. We relinquish responsibility for the consequences of delays, and a delayed delivery neither gives the right to cancel the order.

9. Freight/packing

Freight and packing is invoiced in addition to the goods.

10. Deficit

On receipt of goods the customer must inspect and immediately inform us if there is a deficit in the consignment.

11. Guarantee/servicing

The guarantee time is calculated from our delivery date and only includes defects which appear within one year and that arise from situations caused by the vendor. If the purchaser does not report to us in writing about a defect within the above mentioned deadline, the purchaser loses the right to make demands on the subsequent guarantee. Guarantee and servicing is carried out in our production premises at Tau.

Defective parts that are replaced are the vendor's property.

The vendor has no responsibility for defects that are caused by materials obtained by the purchaser or by structures that he has prescribed or specified.

If the purchaser has given a report about a guarantee demand and there does not appear to be any defect that the vendor is responsible for, the vendor has the right to compensation for the work and the costs this has incurred. The guarantee ceases if the goods are damaged due to: 1) The instructions for use have not been followed. 2) Incompetent usage and/or inadequate maintenance. 3) Conditions which the purchaser themselves bears the risk for such as lightning, power surges, static electricity, fire, water damage and other accidents.

4) If the customer undertakes changes or modifications. The guarantee responsibility also ceases if the payment terms are not fulfilled. The guarantee does not include normal wear and tear.

12. Responsibility

The purchaser bears no responsibility other than that which are the prescribed conditions. This applies to any loss that the defect might have caused like, for example, operating loss, lost earnings and other consequential losses. The responsibility will under any circumstances be limited to the cost of the goods.

13. Force majeure

Should a situation arise that the parties did not have the chance to anticipate at the time the agreement was entered into, and that is outside of their control, and that prevents the parties from fulfilling their contractual obligations, the parties are released from their obligations, and the party which pleads force majeure must immediately contact the other party to discuss together how this situation shall be handled.

Nevertheless, Westcontrol AS is not responsible for damage or delays which are caused by changes in the law, war, strike, lockout, boycott, natural catastrophes, or other similar circumstances which lie outside of Westcontrol AS' control. The purchaser cannot demand that the purchase is carried out, or assert a default, if the above mentioned condition arises, or if carrying out the purchase will inflict upon Westcontrol AS so great an inconvenience that it is quoted at a considerable disparity to the purchaser's interest that Westcontrol AS completes the delivery.

14. Returns

In the case of returns the customer must initially consult us to have a returns number allocated to the returns. In the case of returns of stocked goods a returns charge is calculated at 25%.

15. Disputes

Disputes concerning conditions that fall within these sales and delivery conditions, or disagreement regarding understanding these conditions, must be sought to be solved during negotiations. If agreement is not achieved between the parties in the negotiations, each of the parties can bring the dispute before Stavanger district court which is chosen as the legal venue. Furthermore, applicable law and agreements entered into shall be interpreted in accordance with Norwegian law.