

TERMS AND CONDITIONS



Unless specifically stated otherwise, the following clauses shall form the terms and the conditions of the PURCHASE ORDER.

1. APPLICABILITY

Unless otherwise expressly provided in writing with respect to a particular purchase, the following Terms and Conditions apply to all purchase of goods by Polyform AS

In the event of any conflict between the provisions of the contract documents, these general conditions contract shall prevail

2. DEFINITIONS

Buyer shall mean Polyform AS

Buyer supplies shall mean all the supplies from buyer that are specified in the contract, including both documents and items

SUPPLIER shall mean any person or company having a contract for the supply of GOODS to BUYER

GOODS shall mean the materials, products or services to be purchased or to be supplied as specified in the PURCHASE ORDER and/or any part thereof.

PURCHASE ORDER shall mean the PURCHASE ORDER form, this document and any other document listed herein and shall constitute the entire agreement between the parties.

Delivery date shall mean the date of delivery of the goods and / or services set out in the individual purchase order

Equipment shall mean seller`s tools and other items required for the work

Materials shall mean all items required for the work, other than items provided by Buyer and working equipment

Price shall mean the total sum payable for the work set out in the individual purchase order

Services shall mean all services which seller, according to the contract, shall provide.

Site shall mean a place where work will be or is performed

Work shall mean all work which seller shall perform or cause to be performed in accordance with the contract

“Supplier Personnel” means Supplier’s employees, consultants, agents, independent Contractors and SUB Contractors.

3 AUTHORITY REQUIREMENT

Supplier shall ensure that the Goods delivered to buyer are consistent with applicable laws, regulations, requirements and orders of public authorities having jurisdiction

4 SUBCONTRACTS

Supplier shall not enter into any subcontract concerning any parts of the purchase agreement without the prior consent of Buyer. However, such consent is not required for minor purchases or limited use of hired labor

Supplier is responsible according to the purchase agreement for the fulfillment of any subcontracts.

Subcontracts shall contain those provisions of the purchase agreement, which are necessary to enable Supplier to fulfill its obligations in accordance with the purchase agreement.

5 QUALITY ASSURANCE

Supplier shall have an implemented and documented system for quality assurance.

Seller warrants to buyer that all necessary test and inspections will be performed prior to delivery of the goods to ensure material are manufactured, designed and operational to be safe and without risk to the health and safety of any person using or handling the material.

The supplied material must match exactly the provided documentation to the order, also match the quality set in the order. Supplier is obliged to provide documentation of conducted tests of material, results of these quality checks to be archived for 10 years.

Supplier will permit audits by Polyform AS of relevant facilities, processes and procedures.

6. DELIVERY

Time is of the essence for the PURCHASE ORDER. The time stipulated for delivery of GOODS shall be strictly adhered to. Without prejudice to SUPPLIER'S obligation to deliver the GOODS on time, SUPPLIER shall give buyer notice in writing immediately if any delay is foreseen. Failure to deliver on the date specified or subsequently agreed shall entitle buyer to claim damages for any additional costs incurred by the buyer which are in any way attributable to the SUPPLIER's failure to deliver the GOODS on the due date. (Without prejudice to any other rights it may have)

Delivery of the goods and / or services occurs when delivery date has been reached, the goods and / or services have been completed in accordance with the contract, all applicable tests have been passed and accepted by buyer, and the goods and / or services are delivered to the carrier or another person nominated by company at contractors premises or another named place of delivery (FCA, incoterms 2010) unless otherwise is specified in the purchase order or regulated in the suppliers contract

If the Goods delivered by supplier are not consistent with the requirements regarding quality and /or quality specified in the purchase Agreement, Buyer shall have the right to reject such Goods within a reasonable time thereafter at no cost to the Buyer. In addition, Buyer shall be entitled to recover from Supplier any additional expense incurred in connection with the purchase of the Goods from an alternative source.

7. INSPECTION

SUPPLIER shall be responsible for ensuring that all inspections and testing of the GOODS are properly and adequately performed.

SUPPLIER shall ensure that buyer or any third party appointed by him, has the opportunity to inspect and witness any testing of the GOODS at any time at SUPPLIER's workplace or at any other places where such GOODS may be.

Such inspection or testing including the witnessing thereof shall not relieve SUPPLIER from any of its responsibilities and liabilities under the PURCHASE ORDER.

The GOODS will be subject to final inspection and acceptance or rejection upon arrival at their destination as specified in the PURCHASE ORDER.

8. PAYMENT

Payment will be effected within sixty days after receipt of an undisputed invoice (together with supporting documents), or as otherwise agreed and stipulated in the PURCHASE ORDER.

If, in the opinion of buyer any invoice is insufficiently documented or otherwise disputed, the invoice may be returned, without payment to seller for re-submittal. An invoice, or any portion thereof, which is not approved due to lack of relevant documentation, shall not be considered received until relevant documentation is provided.

Buyer is entitled to audit at Suppliers and any of its subcontractor's premises all payments for Goods made by Buyer to Supplier. Buyer is entitled to audit during the period of the Purchase agreement and for up to 2 years after the end of the year the Goods were delivered.

9 TITLE AND RISK

Title to the goods shall pass to Buyer upon delivery in accordance with INCO terms 2010 stated in the PO or the Suppliers contract. However, if the Buyer has made any payment of Goods prior to delivery, title shall pass upon payment.

If loss of or damage to the Goods occurs between the issuance of the individual purchase order until the time of delivery Supplier shall carry out necessary measures to ensure that the Goods are delivered and completed in accordance with the purchase agreement. The cost of carrying out such measures shall be borne by Supplier.

10. WARRANTY

Supplier guarantees that the Goods delivered will be in accordance with the requirement set forth in the purchase agreement, free from defects of any kind and suitable for its intended purpose.

The guarantee period commences at delivery in accordance with the purchase agreement, and it expires two years thereafter.

In case Supplier performs guarantee work during the guarantee period, he guarantees those parts of the Goods affected by the guarantee work. This guarantee applies for one year after the date of completion of the guarantee work, unless the remaining part of the guarantee period is longer.

Buyer shall be entitled to rectify the defect itself or the engage a third party to do so. In such case Supplier shall pay necessary cost of rectification.

11. CHANGE

Buyer reserves the right at any time to make changes in the PURCHASE ORDER or any part thereof.

No change to or modification of the items, specifications, terms, conditions and prices appearing in the PURCHASE ORDER shall be binding upon buyer unless expressly agreed in writing by buyer. SUPPLIER shall promptly notify buyer in the event that any GOODS subject of the PURCHASE ORDER is affected by changes in drawings, specifications or design, but SUPPLIER shall not without prior written consent of buyer incorporate any such changes in the order.

12. CANCELLATION AND SUSPENSION

Prior to the Delivery date, Buyer may by notice to the Supplier cancel the purchase agreement or parts thereof, with the consequence that the parties corresponding obligations towards the purchase Agreement ceases. Upon cancellation, Supplier shall receive payment for work already performed as final settlement between the parties in respect thereof.

Prior to the delivery date, buyer may temporarily suspend the Purchase agreement of parts thereof for a limited period at no additional cost for buyer, by given notice to Supplier.

13 SUPPLIERS DEFECTS AND GUARANTEE LIABILITY

If prior to the expiry of the guarantee period, the Goods has a defect when delivered to Buyer or if a defect arises for which Supplier is liable under its guarantee, the Supplier is responsible for the defect. Supplier is, however, liable for the defect only if Buyer has given notice with description of the defect. Suppliers guarantee liability is furthermore limited to defects that has arisen before expiry of the applicable guarantee period. Supplier shall rectify the defect as soon possible at its own cost.

Buyer shall be entitled to rectify the defects itself or to engage a third party to do so. In such cases Supplier shall pay the necessary cost of rectification. In addition, buyer may claim damages for defects according to law.

14. FORCE MAJEURE

Neither of the parties shall be considered in breach of the purchase agreement to the extent to the party can establish that fulfillment of the purchase agreement has been prevented by Force Majeure.

In the case of Force Majeure, each party shall cover its own cost resulting from the Force Majeure situation. The party invoking Force Majeure shall, as soon as possible, notify the other party.

Force Majeure means an occurrence beyond the control of the party affected, provided that such party could not reasonably have foreseen such occurrence at the time entering into the Purchase Agreement and could not reasonably have avoided or overcome it or its consequences.

15. LIABILITY AND INDEMNITY

SUPPLIER shall be responsible for and shall indemnify Buyer from and against all claims, proceedings, demands and causes of action in respect of any damage, loss or injury (including death) to any person or property arising out of SUPPLIER's negligence, acts or omissions, without regard to whether any negligence, act or omissions of Buyer contributed to such injury, death or property damage

17. INSURANCE

SUPPLIER shall effect and maintain at its own cost, all applicable insurances as required by law and to cover SUPPLIER's responsibilities and liabilities under the PURCHASE ORDER. Nothing contained herein shall serve in any way to limit or waive SUPPLIER's responsibilities or liabilities under the PURCHASE ORDER. Supplier shall, at the request from Buyer, produce certified copies of the policies and insurances certificates with the necessary information

18. PROPRIETARY RIGHTS AND CONFIDENTIALITY

Commercial and technical information, including drawings, documents and computer programs regardless of method or storage, and copies thereof, provided by Buyer to Supplier shall be the property of buyer. Information delivered to Buyer from Supplier shall be the property of buyer.

Buyer provided information shall not be used by seller for any other purpose outside the purchase agreement. All documentation, all computer programs and copies shall be delivered to Buyer at the expiry of the purchase agreement, unless otherwise agreed.

All information from Buyer whether oral or written, shall be treated as confidential and shall not be disclosed to a third party without Buyers written permission.

19. PATENT INDEMNITY

SUPPLIER shall protect, indemnify and hold harmless buyer and its personnel, against any and all liability, loss or expense by reason of any claim, action or litigation in respect of any patent copyright or trademark, foreign or domestic, resultant from the use or resale of GOODS.

20. LICENCE AND PERMIT

If execution of the PURCHASE ORDER requires any license or other permit issued in the country of shipment and/or origin, the PURCHASE ORDER shall be conditional upon such license or other permit being available at the relevant time. SUPPLIER shall be fully responsible for obtaining the necessary license and permit.

21. TAXES AND DUTIES

All taxes, fees and duties assessed against SUPPLIER, in connection with the PURCHASE ORDER by national or local authorities having jurisdiction over SUPPLIER at its place of business and at place of execution of the PURCHASE ORDER shall be for SUPPLIER's account.

22. APPLICABLE LAW

The PURCHASE ORDER shall be governed, construed and shall take effect in accordance with the laws of Norway and SUPPLIER agrees to submit to the exclusive jurisdiction of the Norwegian Courts.

23. ENTIRE AGREEMENT

The terms and conditions set out on the PURCHASE ORDER together with any subsequent amendments made in writing by buyer represent the entire terms and conditions of the agreement between the BUYER and SUPPLIER.

24. SPECIAL CONDITIONS

Where special conditions are stated in the PURCHASE ORDER, those conditions shall apply equally with the general terms and conditions shown herein except that where there is any inconsistency between the general and special conditions, the special conditions shall apply.

25. SAFETY

Where a service is being provided on property occupied by buyer, SUPPLIER shall be responsible for the safety of all persons engaged on the work, and all persons who may be affected by activities of SUPPLIER and shall comply with all buyer's safety regulations and procedures.

26. WAIVER

Failure by buyer to enforce the performance of any of the provision of the PURCHASE ORDER shall neither be deemed to be a waiver of its rights hereunder nor shall it affect the validity of the PURCHASE ORDER in any way.

Any waiver by PURCHASER to any breach of the PURCHASE ORDER shall not constitute a precedent nor bind the parties to any subsequent breach by SUPPLIER