



## Terms of sale and delivery

The purpose of these standard terms of sale and delivery is to define the business relationship between the buyer and JFKnudtzen AS, hereafter referred to as “the Seller”.

In the event of any discrepancies between the Norwegian and English terms, the Norwegian version prevails.

### General provisions

These standard terms of sale and delivery apply to all deliverables unless otherwise agreed in writing between the parties in, for example, a framework agreement. The currently applicable standard terms of sale and delivery are available at [www.jfknudtzen.no](http://www.jfknudtzen.no). The provisions in NL 09 shall apply for matters not regulated in this document.

### Payment terms

Standard payment terms are net 30 days. Overdue payments are charged interest pursuant to the Act relating to Interest on Overdue Payments, etc.

### Delivery terms

Standard delivery terms are Ex Works from our warehouse in Billingstad. This means that risk and liability for goods transfer to the buyer as soon as they are made available for collection at the Seller’s premises. The buyer assumes responsibility for transport, insurance and other costs related to the shipment, unless otherwise agreed in writing.

A handling charge of NOK 100 will be charged on orders with a net value of less than NOK 500.

### Delivery options

#### **Standard delivery:**

##### *Standard delivery of stock items:*

Items are dispatched immediately from our warehouse in Billingstad. Normal delivery time is approximately 1–2 business days. Prices are regulated in the agreement between the buyer and the Seller.

##### *Standard delivery of non-stock items:*

The Seller will state the estimated delivery time subject to specific agreement. Delivery times will depend on supplier stock availability and lead times.

#### *Delivery of customised solutions:*

The Seller will state the estimated delivery time subject to specific agreement. Delivery times for customised solutions may vary depending on the specific solution.

#### **Express delivery:**

##### *Express delivery of stock items:*

Items ordered before 14:30 are dispatched the same day. Items ordered later are dispatched on the next business day. Express delivery is only offered for consignments with maximum weight 25 kg and maximum length 1.2 m. Consignments exceeding these limits cannot be dispatched via express delivery. Shipping charges apply.

##### *Express delivery of non-stock items:*

The Seller will state the estimated delivery time and price subject to specific agreement. Delivery times will depend on supplier stock availability and lead times.

### **Retention of title**

Goods are sold subject to retention of title to secure the Seller's claim to the purchase amount, in addition to interest and costs; see the Mortgage Act [Panteloven], section 3-14. The Seller reserves right of ownership to the goods until the purchase amount is paid in full; see the Mortgage Act, section 3-22. Full settlement will not be deemed to have been achieved until interest on overdue payments and legal costs have also been paid in full. The buyer agrees to voluntarily return the pledged goods in the event of payment default.

### **Security of payment**

The Seller reserves the right to, at its own discretion, request security in the form of a bank guarantee or prepayment.

### **Non-stock items**

Non-stock items (i.e., items that are not standard stock items) are sold in whole packs only.

### **Returns**

Goods may only be returned subject to agreement. A return fee will be charged equivalent to 20% of the price of the goods. The minimum return fee is NOK 250. Returned goods may not be older than one year. Only whole packs in their original packaging will be accepted for return. Returns must always be accompanied by a return delivery note issued by the Seller and are always made at the buyer's expense and risk.

Non-stock items and customised solutions may not be returned.

Stock items that would generate unwanted stockpiles for the Seller may not be cancelled by the customer unless the same quantity may be cancelled with, or returned to, the Seller's supplier. By unwanted stockpiles is meant quantities exceeding a maximum accumulated

sale/consumption for a 12-month period. In addition, there must be more than one buying customer in the past 12 months.

### **Complaints and remedies**

The buyer must inspect the delivered goods without undue delay and submit a written complaint of any defects within 10 business days. Claims for any hidden defects must be submitted no later than two years after delivery. In the event of a timely complaint, the Seller is entitled and obliged to remedy the defect within a reasonable time, either by replacement or repair. Any repairs carried out by the buyer or a third-party seller must have prior approval from the Seller in order to claim coverage. Price reductions or cancellation may only be requested if the Seller has not remedied the matter within a reasonable time period.

If the buyer fails to submit a written claim to the Seller within the given time limits, it loses its right to make any claim in respect of the defect; see NL 09, section 28.

### **Warranty**

Unless otherwise agreed, no warranty applies beyond the Seller's liability under NL 09. Any warranty applies only to material and manufacturing defects and assumes that the goods have been used according to specifications and instruction. The warranty applies for 12 months from date of delivery. The warranty ceases to apply if the buyer tampers with the goods, fails to follow the instructions for use or fails to fulfil its payment obligations. The buyer must prove that there is a defect that falls within the scope of the warranty and submit a claim in accordance with the rest of the agreement.

### **EE products**

EE products are accepted in return for recycling at no charge. The buyer covers any shipping costs for such returns.

### **Liability**

The Seller's liability for defective and delayed deliveries is limited to 10% of the value of the consignment. The Seller has no liability for damages if the circumstances giving rise to damages are due to circumstances beyond our control, including its own suppliers' failure to fulfil their contractual obligations. Under no circumstances does the Seller's liability for damages include operating losses or other indirect or unforeseeable losses.

Nor does the Seller's liability for damages include damage to third-party property or losses associated with the buyer's processing or resale.

The Seller does not assume any product liability beyond what follows from mandatory law.

## **Cancellation**

The buyer may not cancel an order that has been confirmed by the Seller. In the event of cancellation, the buyer will be charged for the additional costs incurred by the Seller from the supplier, freight forwarder or carrier.

## **Prices**

The prices stated in the price list are the recommended retail prices, and may be revised without notice as a result of external circumstances including, but not limited to, currency fluctuations, changes in general market conditions or changes in delivery terms from suppliers. All prices in the online store are stated exclusive of VAT.

The Seller is not liable for any printing or pricing errors in the online store, price lists or other marketing material. In the event of pricing errors, for whatever reason, we reserve the right to cancel orders without compensation, even after order confirmation has been issued. This also applies where the buyer could not be expected to immediately recognise an error, so long as the error is obviously due to technical failure, manual error or similar.

As a general rule, we will nevertheless deliver the goods at the stated price if the discrepancy is due to a minor printing or typing error, unless the buyer understood or should have understood that the price was incorrect.

## **Force majeure**

The Seller is not liable for delays or non-delivery due to circumstances beyond the Seller's control, including but not limited to strike, fire, natural disaster, war, pandemic, government orders, shortage of raw materials, transport failure or a subcontractor's breach of contract. Such circumstances entitle the Seller to corresponding postponement or cancellation without liability.

In the event of such impediments lasting more than 60 days, either party may terminate the agreement for the affected delivery.

## **Legal venue and disputes**

This agreement is subject to Norwegian law. Disputes that may arise in connection with or resulting from the agreement shall be settled by legal action in the ordinary courts, unless the parties decide otherwise. The parties accept Asker and Bærum district court as the legal venue.

Nesbru, 07.08.2025.