

# Solar Norge AS

## – General Terms and Conditions of Purchase

### **1 SCOPE**

- 1.1 The Agreement encompasses all the Supplier's products.
- 1.2 The Agreement applies to deliveries to Solar and direct deliveries to all of Solar's customers.
- If central invoicing is agreed upon, the Supplier shall in any case be liable to Solar in the same manner as Solar is liable to the customer.

### **2 PRICE BASIS**

- 2.1 The Agreement is based on the current price list or offer from the Supplier.
- 2.2 Environmental tax is included in the prices.
- 2.3 Solar shall not be invoiced for fees that are not specified in the order confirmation.

### **3 VERIFICATION OF CORRECT ORDERER**

- 3.1 To verify that the order is coming from Solar Norge AS, the Supplier shall verify that the order number is: 46xxxxxxx for Solar's central warehouse, 47xxxxxxx for Solar's central warehouse (non-stock products) or 57xxxxxxx for customers. If the number is not correct, the Supplier shall contact the right department at Solar to obtain a new, correct order number.

### **4 ORDERING AND CONFIRMATION ROUTINES**

- 4.1 Solar shall send all orders in writing or electronically to the Supplier. The Supplier will send an order confirmation immediately after receiving the order, and no later than the end of the following working day. The order confirmation shall contain the right price, quantity and date the goods will be delivered at the desired address. The Supplier shall give Solar ongoing reconfirmations when deliveries are delayed. Order confirmations shall be sent to [ordrebekreftelse@solarnorge.no](mailto:ordrebekreftelse@solarnorge.no)

### **5 DELIVERY TERMS**

- 5.1 Delivery time to Solar is according to order confirmation.
- 5.2 Incoterms 2010 apply to all deliveries to Solar. Delivery terms to Solar: DDP Gardermoen
- 5.3 All products shall be properly packaged and adapted to the relevant means of transport.

### **6 DELAYS**

- 6.1 In the event of an expected delay in the agreed delivery time, the Supplier shall as quickly as possible in writing inform Solar of the delay and the reason for the delay. If the delay results in Solar's customer cancelling its order for the product, Solar reserves the right to do the same free of charge.
- 6.2 The Supplier acknowledges that Solar integrates NL09 into the agreement between Solar and Solar's customer. The Supplier shall in any case be liable to Solar in the same manner as Solar is liable to the customer in accordance with NL09.
- For products delivered directly to the customer, or projects, and if central invoicing is used, the Supplier shall in any case be liable to Solar in the same manner as Solar is liable to the customer.

### **7 WARRANTY CLAIMS**

- 7.1 Solar shall give the Supplier written notice of a defect within a reasonable period of time after the defect has become evident. The notice shall include a description of how the defect manifests itself. The warranty claim must be made within the Warranty Period (Section 15.1).
- 7.2 Incorrect deliveries or deliveries with defects shall be credited 100% according to the invoiced price, and the shipping costs shall be covered by the Supplier. Any consequential damage or costs due to the defect are regulated by Section 15.

### **8 RETURN TERMS**

- 8.1 Solar undertakes to contact the Supplier to obtain return information in connection with all returns.
- 8.2 Solar reserves the right to return products that are in proper condition with a fee of up to 10% of the invoiced value.
- 8.3 The agreed return to the Supplier shall be processed and refunded within 14 days from when the product was sent from Solar. If the processing time is exceeded, Solar can send an invoice for the agreed return amount.

### **9 PAYMENT TERMS AND INVOICE ADDRESS**

- 9.1 The payment terms are 45 days. For late payment that is not caused by the Supplier's circumstances, the Supplier is entitled to penalty interest at the rate currently in effect pursuant to the Late Payment Interest Act.
- 9.2 All invoices shall be sent to:  
Solar Norge AS  
c/o Solar Danmark A/S  
P.O. Box 1  
DK-6600 Vejle  
Denmark  
Invoices may also be sent by e-mail to the address:  
[kreditor.norge@solar.dk](mailto:kreditor.norge@solar.dk)  
Interest charges under NOK 100 will not be accepted. The invoice must be received by Solar no later than 2 working days after the invoice date for calculation of the due date. Subsequent receipt will postpone the due date correspondingly.
- 9.3 All invoices shall be labelled with Solar's order number. If such information is not present, Solar may return the invoice so that the missing information can be added. A new payment deadline shall be calculated in this case based on the invoice date of the correctly completed invoice.
- 9.4 Each individual invoice will only encompass a single order number. An order number can be invoiced on one or more invoices. If these requirements are not satisfied, Solar may return the invoice for correction.



## 10 DOCUMENTATION

- 10.1 The Supplier undertakes to ensure that the products are in accordance with all public law requirements. The Supplier undertakes to provide adequate product information resulting from the applicable laws and regulations at any given time. In this context, the Supplier shall undertake to obtain information on the regulations from the Directorate for Civil Protection, as well as from the Directorate of Building Quality. The Supplier shall provide all the documentation that is required for sale of the Products. The user manual and other relevant documentation shall be available in Norwegian/English, and they shall be enclosed with the Products whenever required in accordance with the applicable regulations.
- 10.2 The Products shall comply with all requirements in accordance with Norwegian standards and guidelines for electrical equipment, and it shall be possible to document this by valid certificates or declarations of conformity and the associated documentation.
- 10.3 The Supplier undertakes to have the documentation mentioned in Sections 10.1-10.2 of the Agreement available in Norway, and it shall be possible to present the documentation without undue delay at Solar's request.
- 10.4 If it is revealed that the Supplier has not met the product requirements following from the applicable laws and regulations at any given time, the Supplier shall cover any expenses incurred by Solar or subsequent links in the sales chain resulting from any orders issued by a public authority.
- 10.5 The Supplier is required to inform Solar in writing if any of the Products may be subject to an embargo.
- 10.6 If the Supplier identifies manufacturing defects or other quality defects, the Supplier shall notify Solar in writing without undue delay. The content of the notice shall make it possible for Solar to trace the products so that the individual customer can be notified. If the Supplier does not comply with this notification requirement, the Supplier will be liable for any economic losses that could have been avoided if the requirement had been complied with.

## 11 CE-LABELLING PURSUANT TO THE EMC AND LOW VOLTAGE DIRECTIVE

- 11.1 Those Products that are affected by the EMC (Electromagnetic Compatibility) Directive shall be labelled with the CE mark, which verifies that the Products satisfy the requirements in accordance with this directive. In addition, the CE mark shall show that the Products for connection to the low-voltage network satisfy the requirements in the Low Voltage Directive. If the Supplier refers to documentation from foreign testing laboratories, the Supplier must also document through testing that the Products satisfy any requirements that follow from special Norwegian requirements.

## 12 QUALITY AND THE ENVIRONMENT

- 12.1 The Supplier has established a quality assurance system that as a minimum meets the requirements in accordance with NS-ISO 9001 or corresponding standards.
- 12.2 The Supplier has established an environmental protection system that as a minimum satisfies the requirements in accordance with NS-ISO 14001 or corresponding standards.
- 12.3 The Supplier shall send a copy of the valid certificates to Solar at any given time on request.
- 12.4 The Supplier shall be able to document that it is a member of a recycling programme that encompasses, for example, packaging, EE waste, light sources, etc.
- 12.5 The Supplier shall continuously work on measures to make improvements in the environmental area, such as packaging and freight.
- 12.6 The seller shall satisfy all the published directives that are treated in EU legislation on accepting and complying with product liability. The requirements pursuant to this provision shall include, but not be limited to, Directive 2002/96/EC dated 27 February 2003: Waste of Electrical

and Electronic Equipment, and 2002/95/EC dated 27 January 2005: Restriction of the use of certain hazardous substances in electrical and electronic equipment etc. Subcontractors used by the Supplier shall be subject to provisions corresponding to those in this section of the agreement.

## 13 FUNDAMENTAL VALUES AND PRINCIPLES

- 13.1 The Supplier shall respect and support UN resolutions pertaining to his field of operations, and comply with the fundamental values and principles concerning human rights, working standards, the environment and.
- 13.2 The Supplier shall ensure that any subcontractors comply with the same fundamental values and principles mentioned in Section 13.1 of the Agreement.

## 14 PRODUCT LIABILITY

- 14.1 The Supplier shall indemnify Solar, including its employees, departments, owners, subsidiaries, affiliated organisations, customers and representatives for any claim attributed to defects in the Products, including claims due to the fact that the Products do not satisfy the requirements stipulated in the applicable laws and regulations at any given time. Claims in accordance with this provision shall include, but not be limited to, claims arising from death, illness, personal injury, property damage, loss of property or loss of sales.

## 15 LIABILITY FOR DEFECTS – WARRANTY

- 15.1 The warranty period for the Products is five (5) years after the Products have been sold to Solar's customer ("Warranty Period"). The end-user himself is responsible for documenting the sales date by a receipt or other means. If the end-customer is a consumer, the Supplier is liable to Solar to the same extent that Solar is liable to the consumer pursuant to the consumer legislation. The Supplier is liable for defects during the warranty period to the same extent that Solar is liable to his customer or end-customer.
- 15.2 The Supplier's liability does not encompass defects that are attributed to causes that have arisen after the risk passed to Solar's customer.
- 15.3 If a product is redelivered by the Supplier, the returned product or its individual parts become the property of the Supplier with the limitations that follow from Section 11.3. Upon redelivery, a new warranty period takes effect from the date of redelivery for the parts that were replaced or repaired. Expenses associated with the collection and redelivery of the product are charged to the Supplier.
- 15.4 In other respects, the Supplier guarantees a high level of quality of and proper production of all the Products that are delivered in accordance with the Agreement.

## 16 INTELLECTUAL PROPERTY RIGHTS

- 16.1 The Supplier shall indemnify Solar, including its employees, departments, owners, subsidiaries, affiliated organisations, customers and representatives for any claim due to the violation of any patent, copyright, trademark, intellectual property right etc. If one of the products cannot be sold or used in full or in part, or it is obvious that such a situation will arise as a result of a breach of this Section 16.1, the Supplier shall ensure that the Products in question are replaced or modified so that they can be sold or used freely (provided the same level of function can be maintained).

## 17 DISPUTE RESOLUTION, CHOICE OF LAW, ETC.

- 17.1 The Agreement is subject to Norwegian law.
- 17.2 An attempt shall be made to resolve disputes between the parties concerning contractual matters amicably. Any dispute between the parties that is not resolved amicably shall be resolved by the ordinary courts of law, unless the parties agree that the dispute shall be resolved by arbitration. Unless otherwise agreed, the Oslo District Court shall be the court of venue for all lawsuits that may arise from this contract.
- 17.3 Neither party may, either in full or in part, assign their rights and/or obligations pursuant to this Agreement to a third party without the written consent of the other party.