**General Terms and Conditions of Sale**

**Asland Norge AS**

**Article 1 – General**

1. The General Terms and Conditions of Sale contained herein ("General Conditions"), shall apply to 1) all offers, quotations, offer confirmations issued by Ashland Norge AS, or any affiliate thereof ("Supplier") and 2) All Agreements as hereinafter defined between Supplier and any prospective buyer ("Buyer").

2. "Order Confirmation" shall mean the written confirmation by Supplier to sell or supply to Buyer the products and/or services described therein. "Purchase Order" shall mean the written or verbal order by Buyer to purchase from Supplier any products and/or services.

3. An agreement ("Agreement") shall be entered into if and when (i) the Supplier has confirmed the agreement in writing by means of an Order Confirmation, or (ii) if Supplier did not send an Order Confirmation, Supplier has begun with providing the products and/or services and they did not immediately object to this in writing.

4. Supplier may withdraw its offers and quotations without notice at any time before an Agreement between Supplier and the Buyer comes into existence.

5. Cancellation of a Purchase Order and products and/or services returned for credit shall not be accepted. Purchase Order shall be deemed binding on the Buyer and open for acceptance by Supplier for the valid period specified in the offer or, if not specified, for a period of 180 days from the issue date. Unilateral cancellation by Buyer within such period shall not be valid.

6. Upon entering into an Agreement with Supplier, Buyer is deemed to have accepted the General Conditions as an integral part of the Agreement. Unless Supplier expressly agrees otherwise in writing, the General Conditions prevail over any conflicting or additional terms or conditions stipulated or referred to by Buyer.

**Article 2 – Prices**

1. At any time before the conclusion of an Agreement, all of Supplier’s offered, quoted, published or notified prices are non-binding and are subject to alteration at any time without prior notice and in particular may be altered to reflect any increase in cost to Supplier caused by the imposition or levying by any governmental or other authority of any country of any import or other duty, tax or charge.

2. Unless expressly described otherwise in the Agreement, all prices are quoted exclusive of taxes, packaging and carriage and based upon delivery "Ex Works"; according to the Incoterms 2000.

3. All sales shall be invoiced inclusive of all applicable duties, taxes, levies and other charges as well as the costs of carrying out customs formalities payable upon export.

**Article 3 – Terms of Payment**

1. All payments shall be made in the currency stated on the invoice, within the agreed time period, without any deduction or set-off for any reason whatsoever, unless specified otherwise in the invoice. Buyer shall not be entitled to suspend its payment obligations.

2. Without prejudice to any other contractual or statutory rights of Supplier, Supplier may charge interest on any overdue payments at the rate of 15% per annum from the due date until the actual date of payment. Buyer shall also be liable for all judicial and extrajudicial collection costs.

3. If Buyer fails to make payment within the agreed time period, Buyer shall be in default by operating in law without any notice being required. The date on which Supplier’s bank statements shall be deemed to constitute the effective date of payment.

**Article 4 – Delivery, Title and Risk**

1. The Incoterms 2000 or its subsequent modifications published by the International Chamber of Commerce, and any specific product delivery conditions stated in the Agreement, shall apply to all deliveries made under the Agreement. In case of any conflict between Incoterms and any terms of the Agreement the latter shall prevail.

2. Supplier will make every endeavor to deliver products and/or services within the agreed delivery time, but Supplier shall not be liable for failure to do so for any reason. Supplier is entitled to make partial deliveries.

3. Supplier’s weights and measurements shall govern unless proven to be incorrect.

4. Buyer shall inspect the products and/or services immediately on quality and quantity upon delivery thereof by Supplier.

5. Title of ownership of all products supplied by Supplier shall not pass to Buyer until final settlement in full of the sales price and all other sums due to Supplier.

6. Risk of loss of, and damage to, the products shall pass to Buyer upon delivery.

**Article 5 – Packages**

If under the Agreement packaging of products remains property of Supplier or is to be returned to Supplier, Buyer shall follow the monitoring, product dosaging and other instructions and recommendations with respect to the water treatment and the Buyer shall refrain from any acts interfering with the Supplier’s water treatment services;

iv. the Buyer shall inform the Supplier timely of any scheduled complete or partial shut downs and shall make sure that the Supplier maintains access to the Buyer’s water systems during such shut down periods;

v. the Buyer is responsible to obtain any and all permits, authorizations and approvals from any authorities that may be required to operate the water treatment equipment and to store and use the products and/or services supplied by the Supplier at the Buyer’s facilities. The Buyer is responsible for all information and documentation provided to any authorities, even if the Supplier has provided this information and/or documentation at Buyer’s request to the authorities and/or any third party.

**Article 7 – Equipment**

Title of ownership of all equipment made available to the Buyer by the Supplier on a lease, testing or any other basis, shall remain with Supplier, unless otherwise agreed in writing.

**Article 8 – Health Risk and Safety**

1. Buyer acknowledges that the products to be supplied under any Agreement may be hazardous to the human health and/or the environment.

2. Buyer shall familiarize itself with and shall be responsible to keep itself as well as all persons involved in the handling of the products as from delivery thereof by Supplier, fully informed with regard to the nature of any such health and/or environmental risks and with regard to the proper and safe handling of the products.

**Article 9 – Inpection**

1. Buyer shall immediately upon delivery inspect the products and/or services.

2. Any complaints about the products and/or services, or a shortage thereof, shall be notified to Supplier in writing within five (5) working days from the date of delivery. Any claim made by Supplier shall at its expense either replace any quantity of returned non-conforming products by a corresponding quantity of products meeting the specifications, or, at Supplier’s option, credit Buyer for the invoice value of the non-conforming products.

**Article 10 – Liability**

1. Any liability on the part of the Supplier, contractual or otherwise, shall be limited to:

   a. the remedies set forth in Article 10 if the Agreement solely relates to the delivery of products, or,

   b. 50% of the aggregated value invoiced, excluding VAT and credits, by Supplier to the Buyer during the twelve months immediately preceding the date of Supplier’s receipt of Buyer’s written claim notice, if the Agreement relates to the delivery of services only, or services and products, including but not limited to the delivery of water treatment services and the making available of equipment.

2. The Buyer shall indemnify and hold harmless the Supplier from any third party claims made in connection with the implementation of any Agreement.

3. Supplier shall not in any circumstances be liable for any indirect, consequential or incidental loss or damage of any kind whatsoever (including without limitation loss of profit or revenue).

**Article 12 – Force Majeure**

Supplier will not be responsible for any delay or failure to fulfill any term or condition of any Order Confirmation, Agreement or other obligation to the extent such delay or failure is caused by or results from any other event which is beyond the control of Supplier, including but not limited to (i) strikes, labor disturbances, (ii) unavailability or shortage of raw materials or auxiliary materials, (iii) transportation problems, (iv) in cases, where Supplier itself is not the manufacturer of any product, or, provider of any service, sold to Buyer, failure by its regular supplier for any reason to supply such product or service as well as modification of such product by the manufacturer which was not foreseen by Supplier at the time of the offer, quotation, or Order Confirmation.

**Article 13 – Confidentiality**

Any technical, commercial, economic and other information and data concerning Supplier’s business activities, including without limitation its formulas, product specifications, services, plans, programs, processes, products, costs, operations and customers, which may come within the knowledge of Buyer, its affiliates, officers or employees in the performance of the Agreement shall be treated as confidential information of Supplier and shall not be used by Buyer except for the benefit of Supplier in the furtherance of the Agreement; and shall not be disclosed to others, including governmental agencies or law authorities during or in the pursuit of the term of the Agreement without in each instance securing the prior written consent of Supplier. Any such information provided by Supplier in writing or otherwise shall be returned to Supplier either upon Supplier’s first request or upon termination of the Agreement.

**Article 14 – Governing Law / Disputes**

1. Any agreements and documents to which these General Conditions apply shall be exclusively governed by the laws of Norway.

2. Any disputes arising from any agreements or documents to which these General Conditions apply shall be exclusively submitted to the competent courts in Norway.


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