

Terms and conditions for sale and delivery of goods



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1. General

These terms and conditions of sale and delivery of goods from [PLEASE INSERT THE RELEVANT PROTAN ENTITY] ("Protan") shall apply to all deliveries unless otherwise agreed in writing between Protan and the Buyer. The Buyer's terms and conditions for purchasing do not apply.

2. Specification and use of goods

Protan's goods shall be supplied in accordance with the goods applicable specifications/product datasheet, unless otherwise agreed in writing. However, the goods applicable specifications/product datasheet is not a guarantee.

The Buyer shall familiarize themselves with the goods properties and potential applications. The Buyer must determine that the goods are suitable for the intended application before use and the Buyer shall bear all risks and liabilities in connection with the application of goods. The Buyer may not assert as a defect any claim that the product is unsuitable for the intended use.

3. Offers and orders

Offers from Protan shall be valid for 30 days from the date of the offer, unless otherwise indicated. Changes to or deviations from the offer shall not be valid until confirmed in writing by Protan.

All orders to Protan shall be acknowledged by a written confirmation of order. On receipt, the Buyer shall immediately check that the confirmation of order is correct and complete and immediately inform Protan of any errors, omissions or misunderstandings evident in the confirmation of order received. The Buyer may not subsequently assert any claim arising from matters which ought to have been discovered and/or notified to Protan.

If Buyer should come into financial or cash flow difficulties, or a change occurs in Buyer's legal or financial status, Protan reserves the right to cancel any contracts entered into or to require guarantees before scheduled deliveries of goods or further deliveries of goods are made.

In the case of goods being manufactured, the Buyer may not cancel the order after production has started. Goods must be delivered from the same batch, otherwise color differences may occur.

In the event of any conflict or inconsistency between the terms and conditions of the offer, the general terms and conditions for sale and delivery of goods, any terms and conditions set forth in any purchase order confirmation, they shall apply in the following order; 1) Protan's order confirmation, 2) Protan's offer, 3) these terms and conditions.

Orders made to order cannot be altered, postponement nor cancelled after production has begun. For all other orders changes may be made four days prior to confirmed ready date.

Any changes to an order less than four days before confirmed ready date, will be charged 200EUR/2000 NOK per order.

All orders must be collected at the latest five working days after confirmed ready date. Otherwise a fee of 2000NOK/200 EUR will be charged and Protan will arrange for freight at the customers behalf and cost.

4. Prices

All orders shall be confirmed at the current sales prices in accordance with the applicable price list, unless otherwise agreed in writing.

Protan reserves the right to alter agreed prices corresponding to changes to statutory customs and taxes, costs of raw materials, foreign exchange rates, insurances or other matters outside Protan's control.

All prices shall be exclusive of VAT.

5. Terms of delivery

All deliveries shall be Ex works Protan's sales location (INCOTERMS 2020) unless otherwise agreed in writing between Protan and Buyer. The risk for loss or damage to the goods passes from Protan to the Buyer at the time of delivery.

On receipt, the Buyer shall examine the goods. Any deviations from the confirmation of order shall be notified to Protan immediately. The person receiving the goods must note any damage or short quantities on the freight note before acknowledging receipt. Any discovered damage in this examination and/or notified to Protan.

Unless otherwise agreed, delivery of the goods shall be effected within a reasonable time after the issue of the confirmation of order, taking into account Protan's delivery capacity at any time.

6. Terms of payment

Unless otherwise agreed in writing, Protan's terms of payment shall be 15 days net after date of invoice. In the case of late payment, default interest shall be payable in accordance with the rate set from time to time under the Norwegian Act on Interest on Late Payments.

Protan reserves the right to demand the Buyer to furnish a for Protan acceptable guarantee as security for payment of the goods before the order is effectuated. If a said guarantee is not furnished, the offer and order confirmation is annulled without further notice

The Buyer is not entitled to set off any claims for whatsoever nature from other contractual relationships between the parties to the payment.

The goods shall remain the property of Protan until paid for in full.

Protan reserves the right to place a lien on any goods until they, or any interest or other cost related to the goods, have been paid in full.

7. Delays in Delivery of Goods

Unless the delivery date has been agreed in writing, Protan shall not be liable for any delay in the delivery of goods. Protan shall not be liable for delays due to fire, strike, lockout or any other reasons outside of Protan's reasonable control.

For the avoidance of doubt, all such delays shall be the Buyer's sole liability.

In order to pursue a liability claim, a written complaint stating reasons should be made immediately and no later than seven working days after delivery.

Protan's liability in the event of a justified complaint shall be limited to the value of the invoice relating to the delivery in question. The total liability for delays and defects shall likewise be limited to the value of the invoice for the delivery in question. The above shall also apply in the event of cancellation. Under no circumstances shall Protan be liable for indirect damage or loss.

8. Defects

Any defects or errors in the delivered goods shall be reported to Protan immediately in writing, and no later than seven working days after the defect was or ought to have been discovered. Defects or errors notified to Protan later than one year after the date of delivery may under no circumstances be made the subject of a claim.

Protan may decide whether any defected goods shall be rectified or redelivered.

The Buyer may not lodge claims for defects or errors unless the goods have been paid for in full.

If the goods is put to use, the Buyer's right to terminate the purchase is under any circumstances lost.

Any return of goods must be previously agreed in writing.

Protan's liability, including price reductions, in the case of justified complaints shall be limited to the value of the invoice for the delivery in question. The total liability for defects and delays shall likewise be limited to the value of the invoice for the delivery in question. The above shall also apply in the event of cancellation.

9. Sanctions and Re-exportation

(a) For the purposes of this Agreement:

"Sanctioned Activity" means any activity, service, sale, trade, import, export, financing, brokering, shipment, facilitation, or other dealing, directly or indirectly, that is prohibited, restricted, or otherwise subject to authorization or reporting requirements under any sanctions, embargoes, or trade restrictions imposed by a Sanctioning Authority.

"Sanctioning Authority" means the United Nations, the European Union, the United Kingdom, the United States of America, Norway, or any other applicable competent authority or government.

"Sanctioned Party" means any person, entity, body, or vessel designated or listed by a Sanctioning Authority as subject to financial or trade sanctions or restrictions.

(b) Warranties

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- (i) Protan warrants that at the date of this agreement with Protan and throughout its duration they and their affiliates are not a Sanctioned Party.
- (ii) The Buyer warrants that at the date of this agreement with Protan and throughout its duration they and their affiliates are not a Sanctioned Party.
- (iii) If at any time either party is in breach of subclause (b)(i) or (b)(ii) above then the party not in breach may terminate and/or claim damages resulting from the breach.

(c) Restrictions on Use and Transfer of Goods

The Buyer shall not, directly or indirectly, engage in, facilitate, or permit any re-exportation, resale, transfer, or other disposition of the goods supplied under this agreement that:

- (i) constitutes a Sanctioned Activity;
- (ii) involves or benefits a Sanctioned Party; or
- (iii) would cause Protan and/or their affiliates to be in violation of sanctions or export control laws imposed by any Sanctioning Authority.

The Buyer shall ensure that any third party to whom it supplies the goods, whether directly or indirectly, is contractually bound to comply with restrictions no less stringent than those set out in this Clause.

(d) Notification and Cooperation Obligations

The Buyer shall promptly notify Protan in writing upon becoming aware of any actual or suspected breach of this Clause or involvement in any Sanctioned Activity and shall provide all reasonable assistance requested by Protan in connection with any investigation or enforcement action.

(e) Indemnification and Liability

The Buyer shall indemnify, defend, and hold harmless Protan and their affiliates, its affiliates, and their respective officers, directors, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, fines, penalties, costs, and expenses (including reasonable legal and professional fees) arising out of or in connection with:

- (i) any breach of this clause by the Buyer or its agents, contractors, or downstream transferees; or
- (ii) any use, transfer, or re-exportation of the goods in connection with a Sanctioned Activity or involving a Sanctioned Party.

(f) Material breach

Any breach of this clause shall be deemed a material breach of this agreement, entitling Protan and their affiliates to terminate this agreement immediately by written notice and to suspend any further performance or deliveries without liability.

(g) Survival of Obligations

The obligations in this clause 9 shall survive the expiration or termination of this agreement.

10. Force majeure

Unforeseen and unpredictable hindrances to the performance of the agreement shall entitle Protan to cancel the agreement either wholly or in part or to extend the delivery time in relation to the nature and duration of the hindrance. Cancellation of the agreement or extended delivery time shall not incur liability on Protan's part. Protan shall be obliged to inform the Buyer of such hindrances.

11. Disputes

This agreement and every order shall be subject to and interpreted in accordance with Norwegian law.

Any dispute in connection with the agreement and/or an order shall be settled by litigation in Buskerud district court in Drammen.