Article 1 - General
1. The General Terms and Conditions of Sale contained herein (“General Conditions”), shall apply to (i) all offers, quotations, order confirmations issued by Solenis Norway AS, or any affiliate thereof (“Supplier”) and (ii) 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 the Buyer 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 be accepted by the Supplier only if the Buyer sends a written notice of cancellation on its Purchase Order or any other written request to Supplier open for acceptance by Supplier for the validity period specified therein, or if not specified therein, 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 participation may be added to reflect any increase in costs of 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, packing and carriage and based upon delivery “Ex Works”, according to the Incoterms 2010.
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 on export.

Article 3 - Terms of Payment
1. All payments shall be made in the currency stated in the invoice, within the agreed time period, without any deduction or set-off for any reason whatsoever, unless specifically otherwise indicated in the invoice. Supplier shall not be bound by any instructions, offers or stipulations of Buyer.
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 extra-judicial collection costs.
3. If Buyer fails to make payment within the agreed time period, Buyer shall be in default by operation of law without any notice of default being required. The date reported on Supplier’s bank statements shall be deemed to constitute the effective date of payment.

Article 4 - Delivery, Title and Risk
1. The Incoterms 2010 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. Buyer shall not be entitled to claim 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. The Buyer shall inspect the products and/or services immediately upon delivery thereof by Supplier.
4. Buyer shall inspect the products and/or services and report any defect within a reasonable time period, without any deduction or set-off for any reason whatsoever, unless otherwise agreed in writing.
5. Supplier shall not in any circumstances be liable for any indirect, consequential or special loss or damage of any kind whatsoever (including with without limitation loss of profit or revenue).

Article 5 - Packages
If under the Agreement packaging of products remains property of Supplier or is to be returned to Supplier, Buyer must return them at his risk and account empty to the destination indicated by Supplier and must advise Supplier on date of dispatch. Any packages not returned in good order and condition within a reasonable period shall be paid for by Buyer at Supplier’s standard replacement costs.

Article 6 - Water Treatment Services
1. In case of Supplier’s water treatment services:
   i. Supplier guarantees that it has provided the Supplier with complete and accurate information required for the preparation of the offer and the performance of the Agreement. The Buyer shall not be responsible for any updates of such information during the course of the Agreement. The Buyer shall inform the Supplier of any changes in the treated facilities or the operation thereof as might be relevant in any way for the water treatment. The Buyer shall at all times keep the logbook for the water treatment up to date and accessible to the Supplier.
   ii. Supplier shall provide for the proper, stable and uninterrupted operations of the systems to be serviced by the Supplier. The Buyer shall be responsible for any consequences of any process contaminations, uncontrolled water losses, uncontrolled changes in make up water quality, malfunctioning of plant equipment, uncontrolled process operations and any other actions, omissions or other events that may affect the proper performance of the water treatment services by the Supplier, unless, as demonstrated by the Buyer, such actions, omissions or events were caused or contributed to by the Supplier.
   iii. Buyer shall diligently carry out any tasks relating to the water treatment of its systems, which are not included in the services agreed to be supplied by the Supplier. In doing so, the Buyer shall follow the monitoring, product dosing 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. upon an immediate upon delivery inspection the products and/or services, or a shortage thereof, shall be notified to Supplier within five working days after the delivery date. If no such notification is received within such time limit, all claims for defects in the delivered products shall be deemed delivered in the agreed quantity, free from visual damage.
2. Where the products do not conform to the specifications at the time of the delivery, 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 7 - Equipment
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 is required 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 - Inspection
1. Any complaints about the products and/or services, or a shortage thereof, shall be notified to Supplier within five working days after the delivery date. If no such notification is received within such time limit, all claims for defects in the delivered products shall be deemed delivered in the agreed quantity, free from visual damage.
2. Where the products do not conform to the specifications at the time of the delivery, 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 - Warranty
1. Supplier warrants that the products and/or services supplied shall at the time of delivery conform to the technical specifications set forth in the Agreement. Supplier gives no other warranties, express or implied, with respect to any products or services. Any warranties that may be applicable pursuant to any laws or regulations, including any warranties of merchantability or fitness for any use or purpose, are expressly excluded.
2. Where the products do not conform to the specifications at the time of the delivery, 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 12 - Force Majeure
Supplier will not be responsible for any delay or failure to perform any term or condition of any Order, 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 is 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, 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 or as part of the supplier’s obligation to the Supplier, is not to be disclosed to others, including governmental agencies or other authorities during or subsequent to the term of the Agreement without in each instance securing the prior written consent of Supplier. Any such information provided by Supplier to Buyer in writing or other tangible media shall be returned to Supplier either upon Supplier’s first request or upon termination of the Agreement.

Article 14 - Governing Law / Disputes
1. Any disputes arising from or relating to the Agreement 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 subject to the jurisdiction of the courts of Norway.

General Terms and Conditions of Sale
Solenis Norway AS