Pro Analysis Document Front Sheet

Pro Analysis

3	**13.10.2015**	**Hanne Frøyshov**	**Gunnar Alfheim**
Rev. no.	Rev. date	Prep. sign.	App. sign.

Document number:

875

Document title:

Pro Analysis AS Standard Terms & Conditions (T&C) of Sales

Spots every drop

Total number of pages:

3

PROANALYSIS ADDENDUM TO ORGALIME S 2012

1 GENERAL

1.1 ProAnalysis AS Standard Terms & Conditions of Sale are based upon the Orgalime S 2012, March 2012 edition or latest edition published thereafter.

1.2 Whenever ProAnalysis AS has referred to Orgalime S 2012 in a Quotation, or in an Order Confirmation, Orgalime S 2012 and this addendum shall apply to the Contract between the Purchaser and ProAnalysis AS. If the Purchaser refers to other Terms & Conditions, these shall apply only to the extent ProAnalysis AS expressly agrees thereto in writing.

1.3 The Purchaser represents that it has access to the Orgalime S 2012 Terms & Conditions.

1.4 In the event of any contradictions or discrepancies between this Addendum and Orgalime S 2012, this Addendum shall prevail.

2 DEFINITIONS

The following definitions shall apply in Orgalime S 2012 and this addendum,

- "Orgalime S 2012" shall mean Orgalime's General Conditions for Supply of Mechanical, Electrical and Electronic Products, March 2012 edition or latest edition published thereafter.
- "Product" shall include services to be provided by ProAnalysis AS in relation to the Product.
- "Supplier" shall mean ProAnalysis AS
- "Purchaser" shall mean the other party to the Contract

3 EXPORT LICENCE BY NORWEGIAN AUTHORITIES

3.1 The delivery shall be subject to Export Licence being granted by the Norwegian Ministry of Foreign Affairs. Any failure to obtain said licence shall constitute no right for the Purchaser to claim any direct or indirect damages to the Supplier.

4 CONFIRMATION OF ORDER

4.1 Any Order shall be subject to the Suppliers written Order Confirmation, signed by authorised personnel from the Supplier.

5 CHANGES IN THE CONTRACT DELIVERY

5.1 Any Change in the Contract Delivery shall be subject to written agreements between the Supplier and Purchaser, and any such agreements shall regulate the Terms and Conditions of the Contract.

6 STANDARD PRODUCTS

6.1 The Product shall be delivered in its standard version together with the Suppliers relevant standard documentation –and instruction manuals. Any other additional requirements such as additional documentation, material selections, finishes, special packing requirements may be supplied, but at additional charge.

7 PAYMENT

7.1 Payment shall be made by the Purchaser no longer than thirty (30) days from the issue date of the invoice. Should a part of the invoice be disputed by the Purchaser, the Purchaser shall nevertheless pay the undisputed amount latest on the due payment date.

7.2 Payment shall be made in the currency in which the purchase price was quoted by ProAnalysis.

7.3 In case of late payment, the Purchaser shall pay an interest for overdue payment of 0,1% per day of the due amount from the day the payment is due.

8 VAT

8.1 The purchased price is strictly net and exclusive of VAT and similar.

9 INSTALLATION

9.1 Any order shall be subject to installation by the buyer, or his appointed representative, unless otherwise agreed upon in the Contract.

9.2 The Supplier shall be responsible for the delivery of Installation Drawings and Instructions, and the Supplier shall have the right to inspect the installation before or during the commissioning of the product.

9.3 Additional Conditions shall apply when ProAnalysis AS is in charge of the installation of the product, or part of the product.

10 LIABILITY FOR DEFECTS AND INSURANCES

10.1 ProAnalysis AS guarantees that the product is in conformity with the Contract, are free from defects in material and workmanship under normal and proper use during the warranty period.

10.2 The purchaser shall inspect the Product upon receipt. In case of damage during transportation, wrong delivery, or any visible defect, the Purchaser shall inform the Supplier at the latest 7 days from the day the Purchaser has received the Product. No claims for defects can be lodged after this period of 7 days, except for latent defects due to ProAnalysis AS.

10.3 ProAnalysis AS's Warranty is only valid if the Product is installed, operated and maintained in accordance with ProAnalysis AS's instructions.

10.4 ProAnalysis AS's total liability is limited to the repair, replacement or reimbursement of the defective parts. ProAnalysis AS shall in no case be liable for consequential damages and indirect losses, such as, but not limited to, loss of profit, business interruption or loss of production.

10.5 ProAnalysis AS shall indemnify Purchaser from and against any claim concerning:

a) Personal injury to or loss of life of any employee of ProAnalysis AS
b) Loss or damage to any property of ProAnalysis AS arising out of or in connection with the Work

This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of Purchaser.

10.6 Purchaser shall indemnify ProAnalysis AS from and against any claim concerning:

a) Personal injury to or loss of life of any employee of Purchaser
b) Loss or damage to any property of Purchaser arising out of or in connection with the Work

This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of ProAnalysis AS.

11 DISPUTES, APPLICABLE LAW

11.1 Disputes arising out of or in connection with the Contract shall not be brought before the court, but shall be finally settled by arbitration in accordance with the law on arbitration applicable in Norway.

11.2 All disputes arising out of the Contract shall be judged according to the law of Norway. Any court proceeding will be brought before Bergen City Court.