General Terms & Conditions of Purchase

1. Definitions
Goods: Equipment or services part of this Purchase Agreement.
Purchase Agreement: This Purchase Order and all the documents mentioned herein. The Purchase Agreement includes the complete agreement between FourPhase AS and the Supplier, all others are formally excluded.

2. Documents
2.1 The Supplier shall, within 3 days, return written acceptance of Order Acknowledgement. Acceptance of the Purchase Agreement means the acceptance of all terms and conditions mentioned in the Purchase Agreement as defined hereinabove.
2.2 A delivery note shall be jointly to each delivery with reference of the Purchase Order including Purchase Order number, item number and description, without this delivery of the Goods will not be accepted.
2.3 Each delivery shall be invoiced separately with an invoice specifying the complete references of Purchase Order and the associated delivery note. Invoices without these references will be forced to return.
2.4 Quality assurance reports, inspection or test reports, conformity certificates, etc. requested by the Purchase Agreement shall be jointed to the delivery note.

3. Purchases/Subcontracting by the Supplier
Purchases or subcontracting by the Supplier of all or a substantial part of the Goods must be stated in the Supplier's offer to FourPhase AS.

4. Patents, drawings and brands
All drawings, specifications, documentation, designs, data or knowledge, regardless of form, which is provided or disclosed from FourPhase AS to the Supplier, whether registered or not, shall be treated as confidential by the Supplier and shall not be used for any other purpose than performance of the scope under Purchase Orders or disclose to any third party without prior written approval from FourPhase AS. The same applies for any knowledge which Supplier acquires during the execution of Purchase Agreement by using the information passed on by FourPhase AS.

5. Inspection of the Goods by the Supplier
All the goods must be inspected by the Supplier before delivery. FourPhase AS and FourPhase AS's client have the right to visit the Supplier sites (or his Suppliers) to be present at the inspections or to themselves to carry out inspections of the Goods. Such inspection in no case as the acceptance of the Goods and does not affect the obligations and responsibilities of the Supplier.

6. Delivery terms
Unless otherwise specified, the Goods shall be delivered DAP Bergen (as per Incoterms 2020), delivery dates mentioned are the dates of the Goods arrival date in Bergen, Norway.

7. Liquidated damages for late delivery
In case of late delivery, liquidated damages will be legally imposed. These liquidated damages will be calculated at a rate of half a percent (0.5%) on the value of the late delivered Goods for each commenced day of delay with a maximum 10% of the total value of the Purchase Order.

8. Packing of the Goods
The Goods must be carefully packaged by the Supplier with all the necessary handling and storage Instructions on the packing to be suitable for international shipping.

Acceptance of the Goods shall occur by FourPhase AS. Delivered Goods will be refused if they are not or are not delivered in compliance with Purchase Agreement. All the cost relevant to the replacement or repair work shall be borne by the Supplier. Refused Goods shall be considered to not have been delivered, all transport/return cost about such shall be at the Supplier's expenses.

10. Warranty
10.1 The delivered Goods from the Supplier shall meet all the conditions of the Purchase Agreement regarding the design, safety and regulations.
10.2 The Supplier shall replace or repair at his own expenses, which are found to have a defect during a period of 12 months after the acceptance of the Goods. A new, identical warranty applies for the same liability for a period of 12 months.

11. Termination
11.1 FourPhase AS shall have the right to terminate the Purchase Agreement if the defect of the Goods is substantial.
11.2 In case of termination due to force majeure or circumstances beyond the control, the Supplier shall be entitled to be paid the cost of the materials and goods ordered in adequate quantities for the supply of the Goods and which has been delivered to the Supplier or which cannot be used for another purpose than the Purchase Agreement.

12. Governing law and venue
Norwegian law is applicable to the Purchase Agreement. Any dispute arising out or in connection with this Agreement which cannot be amicably settled, shall be referred to arbitration in Bergen in accordance with the Norwegian Arbitration Act.