

ZENITEL NORWAY AS – TERMS AND CONDITIONS FOR SALE

1 GENERAL

These terms and conditions apply for all deliverables from Zenitel Norway AS (“Zenitel”) to Zenitel customers (the “Buyer”) unless otherwise is explicitly stated in writing from Zenitel.

Prices are quoted in EUR delivered, FCA Zenitel warehouse, INCOTERMS 2010, in accordance with the pricelist valid at date of order confirmation sent from Zenitel.

Zenitel reserves the right to make price adjustments with 90 (ninety) calendar days’ notice. In case of direct cost increase, caused by incidents out of Zenitel control, Zenitel reserves the right to make immediate price adjustments if necessary.

2 PAYMENT AND DELIVERY CONDITIONS

2.1 Minimum invoice value is EUR 100 (exclusive of VAT and freight charges).

2.2 Zenitel reserves the right to levy a handling charge on all orders of net value less than EUR 100.

2.3 Zenitel invoice is issued upon delivery INCOTERMS 2010. Normal payment term is net per 30 (thirty) calendar days after invoice date. In the case of failure to adhere to this deadline, Zenitel will charge a penalty of 1 (one) % of the outstanding amount per month.

2.4 Other normal payment terms are payment in advance and irrevocable Letter of Credit.

2.5 Products will be delivered in standard export packing which shall be in a manner consistent with the usual and customary form of packing for commercial shipment. Packing costs are normally included but will be invoiced if special packing is required i.e. wooden crates, seaworthy/airworthy packing. Terms of delivery are FCA Zenitel warehouse, INCOTERMS 2010. Zenitel shall not be liable for any loss, damage, delays or expenses incurred during or resulting from delivery delays caused by circumstances beyond Zenitel’s control.

2.6 Delivery Time is estimated from the date of Zenitel’s receipt of a fully clarified order with all relevant information. Zenitel does not accept any kind of liability to pay damages for late delivery as well as late delivery does not entitle the Buyer to cancel the order because of late delivery.

2.7 If buyer fails to pick up the goods within two weeks from confirmed "ready for pick up" notice, a warehouse storage fee will be charged. The storage fee is EUR 65 pr. m² pr. week.

3 CANCELLATION AND CHANGE ORDER FEE

Zenitel reserves the right to charge a fee for cancellations or changing of orders according to the following terms:

3.1 Buyer may by written notice to Zenitel cancel the contract, whereupon Zenitel will confirm acceptance and cease the performance of the work.

3.2 In case of cancellation, Buyer shall pay a cancellation fee according to the following schedule:

a) Until 90 (ninety) calendar days before agreed delivery date: 10 (ten) % of the order amount.

b) Between 30 (thirty) and 89 (eighty-nine) calendar days before agreed delivery date: 25 (twenty-five) % of the confirmed order amount.

c) Less than 30 (thirty) calendar days before delivery date: 50 (fifty) % of the confirmed order amount.

3.3 In case the Buyer desires to change the scope of supply including but not limited to amendments in volume, type of supply, quality, delivery date or any other matter, less than 21 (twenty-one) calendar days before agreed delivery date, Zenitel reserves the right to charge a fee according to the current valid price list and/or issue a new delivery date. Any changes are not regarded as validly made, unless explicitly accepted and confirmed in writing from Zenitel.

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4 RETENTION OF TITLE/SECURITY FOR UNPAID PURCHASE (“RoT”)

To the extent applicable under law, all deliverables from Zenitel shall be covered by Retention of Title including similar regulations (e.g. security for unpaid purchase – Nw: “Salgs pant” pursuant to the Mortgages and Pledges Act of 8 February 1980 no 2), as described below.

- 4.1 All goods delivered by Zenitel will remain Zenitel’s property until all debts owed to Zenitel by the Buyer, including any existing balances, are settled.
- 4.2 The Buyer is not entitled to sell or in any way transfer process or join the goods with other items without Zenitel’s explicit consent to do so, as long as the goods are comprised by the RoT.
- 4.3 If the Buyer defaults in payment, Zenitel has the right to take back goods that are comprised by the RoT and the Buyer is under obligation to return the goods to Zenitel. A recall of goods does not imply contract termination. The contract will be terminated only through Zenitel’s written confirmation.
- 4.4 The Buyer, at its own expense, is obligated to insure goods that are included in the RoT to the extent of damage, fire, theft, and water damage.

5 LOSSES OR DAMAGE IN TRANSIT

Insurance of the product during transport shall be subject to INCOTERMS 2010. Zenitel shall not be liable for any loss, damage, delays, costs or other expenses incurred during or resultant from transportation. In such case, the Buyer shall immediately give both Zenitel and the Buyer’s agent written notice of the deviations to substantiate any resultant formal claim.

6 LIMITED WARRANTY

Zenitel warrants that the product sold by Zenitel substantially confirm with said products written specifications for a period of up to 24 (twenty-four) months after invoice date.

- 6.1 Delivered batteries are generally not covered by Zenitel warranty terms.
- 6.2 Buyer also has an option to extend the 24 (twenty-four) (24) months warranty time at a separate charge. The details for this are found in the valid pricelist, and has to be settled before delivery of the products.

7 CLAIMS

Notice of claims shall be made to Zenitel within 30 (thirty) calendar days after receipt of the product. The claim must be registered either online at www.zenitel.com/customer-service/claims or on RMA form provided by Zenitel through claims@zenitel.com.

- 7.1 The product must have been properly stored, installed and used to claim under the warranty.

- 7.2 Within the warranty period, the Buyer shall give prompt written notice, if any part of the product is proven defective in material or workmanship, online either at www.zenitel.com/customer-service/claims or on RMA form provided by Zenitel through claims@zenitel.com.
- 7.3 Zenitel shall not be liable to Buyer or third party claims relevant to accidental or improper use, wrong installation performed by uncertified technicians, from damage to the product, or from other circumstances beyond Zenitel's control.
- 7.4 The product shall be returned to Zenitel, subject to prior written consent from Zenitel, in the form of a RMA reference number (Return Merchandise Authorization). The product shall be returned immediately, and no later than 60 days after RMA reference number has been received. Returned products in lack of such reference, will not be accepted by Zenitel and returned to Buyer at Buyer's cost.
- 7.5 The cost of the return shipment is to be covered by the Buyer. Zenitel will cover the cost of shipment for replacement parts.
- 7.6 Zenitel decides whether a defective part shall be replaced, returned to factory for repair or being repaired onboard the vessel or on site.
- 7.7 If repair/change of parts is to be done onboard the vessel or on site, Zenitel shall approve by certification the company/technician doing the labor on their behalf.
After the repair is done onboard the vessel or on site, Zenitel will, based on the repair report, decide if the mentioned repair is a warranty matter or not. If it is a warranty matter, Zenitel will cover labor time up to 4 hours, and spare parts to correct the fault. Service technician's preparation, travelling time and travelling expenses, if any, are for the account of the Buyer.
- 7.8 If Zenitel has to deliver new parts to solve a warranty matter before the claimed product is received for inspection and acceptance, Zenitel will invoice the new part with standard order terms at shipment, and then issue a credit note when the defective part has been received by Zenitel and approved as warranty by quality department.
- 7.9 Repair or replacement of parts in a configuration done by Zenitel during the warranty period, has no effect on the expiration of the warranty for a complete project delivery, and does not give rise to a renewal or extension of the warranty period for the configuration.

8 RETURN FOR CREDIT

Zenitel reserves the right to charge a restocking fee for products returned for credit at the following terms:

- 8.1 Buyer must ask for a written approval/return form completed by Zenitel before products can be returned for credit.
- a) The completed Return Form must follow the returned products. Freight costs are to be covered by the Buyer.
 - b) Standard Products (all products in valid Zenitel pricelist) returned in original box will be credited 85 (eighty-five) % of original invoiced amount, if it is returned within 60 (sixty) days from invoice date. Freight cost is to be covered by the Buyer.
 - c) Standard Products without original boxes can be credited up to 35 (thirty-five) %.
 - d) Standard Products already installed or used will not be credited.
 - e) Adjusted or special-made products will not be accepted for return for credit.

9 AVAILABILITY OF SPARE PARTS

Zenitel warrants availability of Spare Parts, (any item listed in Zenitel spare part price list), or equivalent products for a period of 5 (five) years from delivery, unless otherwise specified.

10 PRECEDENCE

Precedence shall be given to Zenitel's Order Confirmation thereafter; General terms and conditions over other documents. In the event of inconsistency between the general terms and conditions herein and any other documents, precedence shall be given to the general terms and conditions.

The Terms and Conditions for sale shall prevail over all other contracts or agreements, unless the Parties (Zenitel and Buyer), have made another written agreement that state (i) that it is an agreed deviation from the Terms and Conditions for sale (ii) clearly set out the content of the said deviation herein.

11 LIMITATION OF LIABILITY

Zenitel is not liable for damages to equipment incurred due to the Buyer's misuse, neglect, improper installation or other hazard. Zenitel is not liable for consequential or accidental loss or damage (including loss of use or profits or contracts) or for any loss, damage or injury of any kind whatsoever.

12 GOVERNING LAW AND VENUE

All matters arising out of or relating to the Order shall be governed by Norwegian Law, in Court of Oslo, Norway

Horten 19.11.2018