

Easy Roller AS General Sales and Delivery Terms

General

These sales and delivery terms shall apply to all quotations, sales and supplies made by Easy Roller AS unless otherwise agreed in writing.

Orders

Goods may be ordered by letter, fax, e-mail or telephone. No orders shall be binding for Easy Roller AS until Easy Roller AS has confirmed the order in writing by issuing an order confirmation or invoice to the customer.

Delivery

Easy Roller AS disclaims any liability to the Buyer for any delays in delivery. Please note that components from our suppliers may be delayed. All delivery times shall be estimated delivery times, and they are thus only to be considered indicative. Product specifications shall be subject to misprints and changes.

Shipping

All goods shall be delivered EXW (ex works) in accordance with Incoterms 2000 at the customer's expense and risk. Goods will normally be delivered by truck, train, ship or flight according to the customer's request. If on receipt the goods show signs of having been damaged during transport, etc., the Buyer himself shall contact the forwarder immediately. Easy Roller AS shall not be liable for any damages during transport.

Prices

All prices quoted by Easy Roller AS shall be today's prices and shall normally be quoted Norwegian Krone (NOK), Euros (€), British Pounds (£) or US Dollars (\$) excl. duties and VAT. Prices shall be ex warehouse excl. shipping costs. Prices shall be subject to misprints and to changes in prices, duties and exchange rates.

Terms of payment

All supplies shall be made against 15 days on received invoice, unless otherwise agreed. No cash discount shall be granted. Easy Roller AS shall be entitled to charge a deposit or request prepayment on orders for goods. Further credit may be granted to companies and public institutions subject to a positive credit rating. Late payment shall entitle Easy Roller AS to charge default interest from the due payment date until payment is made and to charge reminder fees in accordance with current legislation. If the customer fails to observe the terms of payment, the basis for the granting of credit shall be deemed to have disappeared. Subsequently, Easy Roller AS shall be entitled to stop any further supplies and to change the terms of credit for both current and future orders/agreements.

Retention of title

Easy Roller AS shall retain ownership of the goods until the price, incl. any costs and interest has been paid in full.

Duty of inspection

The customer shall be obliged to inspect delivered products immediately upon receipt and before they are used to ensure that the delivery or the delivered goods are not defective. Any complaints concerning such defects shall be made to Easy Roller AS within eight days after receipt of the product. Where this time limit is not observed, the right to claim such defects shall lapse.

Liability for defects

Defects that are not supposed to be discovered immediately on delivery shall entitle the Buyer to a right of claim for a period of one year from date of invoice. Any claims shall be made to Easy Roller

AS as soon as possible. Easy Roller AS shall be obliged and entitled to remedy the defect, if possible, within a reasonable time. The right of claim shall lapse, however, if the defect is caused by the Buyer himself as a consequence of e.g. incompetent or unauthorized repair or use, or if the serial number has been removed or destroyed. The right of claim shall also lapse if an article is repaired in a workshop which is not authorized by Easy Roller AS. If a claim is credited, Easy Roller AS shall be entitled to deduct costs for any missing packaging and/or accessories. Component parts (such as wearing parts) shall not be included in the right of claim. If it appears that nothing is wrong with an article which is returned for repair, an inspection fee and shipping costs shall be charged. Compensation granted to the customer for any defective article shall never exceed the price of the article.

Return of goods

Any return of goods must be agreed in advance. The article must be in the same condition as on receipt and be returned in its original undamaged packaging, and a return form must be filled in and enclosed. A return form may be downloaded from www.easyroller.no (RETURSKJEMA). Any return of goods shall be at the customer's account and risk. If the article is incomplete, an amount corresponding to the cost of completing the article shall be deducted. Further, if goods returned are credited, an administration fee of 15% of the invoice amount shall be deducted. Shipping costs shall not be credited.

Service

Articles for repair shall be handed in during Easy Roller AS's opening hours. Where articles are shipped for repair, please follow this procedure:

Please fill in and enclose the return form (download from www.easyroller.no : RETURSKJEMA) including a detailed description of the defect, the reason for the return, and the name of the contact person with whom the agreement has been made.

Please also enclose a copy of the invoice or receipt from the distributor. Please return the article in appropriate packaging.

Where a defect in a product is covered by the one-year right of complaint, Easy Roller AS shall return the product at Easy Roller AS's expense but at the Buyer's risk. Repair of articles that are not covered by a guarantee shall be invoiced on a time basis at current hourly rates, and costs of any spare parts used shall be charged. Minimum time charged shall be a quarter of an hour. Goods received for repair shall be kept at the customer's risk, which means that the customer shall be responsible for taking out insurance.

Lending of articles

Articles lent by Easy Roller AS, including any accessories, documentation and packaging, shall belong to Easy Roller AS. The customer shall not be entitled to relend, sell, provide as security or in any other way dispose of the article. Any shipments shall be made at the customer's expense and risk. If, on return, an article, accessories or the packaging are damaged, Easy Roller AS shall be entitled to charge the customer an amount corresponding to the cost of completing the article.

Product liability / Force majeure

To the extent that Easy Roller AS is liable to the customer in accordance with normal Norwegian Product Liability rules, Easy Roller AS's liability shall be limited to product liability alone and shall thus not include liability for any lost earnings, transport costs, operating losses, etc.

Law / venue

Any disputes between Easy Roller AS and customers in relation to these General Terms of Sale and Delivery shall be settled according to Norwegian law by the Commercial court in Skien, Norway.

10/2019