

GENERAL SALES AND DELIVERY TERMS STOKVIS TAPES NORGE AS

1. General

- a. These conditions apply to all offers by and all orders to Stokvis Tapes (hereafter: "Stokvis") for the sale and delivery by Stokvis of products (hereafter: "goods"), and to all agreements with Stokvis with respect thereto.
- b. The applicability of conditions of the other party or customer (hereafter: customer) of Stokvis is hereby expressly excluded.
- c. Provisions that deviate from these conditions can be invoked by the customer only if and to the extent that these provisions are accepted by Stokvis in writing.
- d. The Incoterms 2000 are applicable and are considered to form part of these general conditions. In case of inconsistency between these general conditions and the Incoterms 2000, these general conditions do prevail.
- e. Orders with a value of NOK 7500 or more will generally be dispatched CIP to the customer's address in Norway. All packaging products will be dispatched ex. Works unless otherwise specified in customer agreement or on the order confirmation.
- f. As a matter of form we point out that Stokvis does not cover insurance by ex. Works deliveries.
- g. For the delivery of machines and equipment, the general terms of delivery of the "Mekaniske Verksteders Landsforening" are applicable, unless the provision is covered by these terms.

2. Offers, orders and agreement

- a. All quotations and/or offers are valid 30 days from the date the offer was written and sent to the customer, unless otherwise specified in the quotation/offer.
- b. Orders and acceptances of offers by the customer are irrevocable.
- c. Stokvis is only bound when it has accepted an offer in writing or has begun implementation. Stokvis is moreover only bound as was accepted in writing. Verbal commitments or agreements by or with its personnel do not bind Stokvis except and insofar as Stokvis confirms these in writing.
- d. These conditions apply to changes to the agreement as they do to separate agreements.
- e. Minimum acceptable order value amounts to net NOK 1000,-.
- f. If the customer wants goods delivered the same day the order was placed, an express surcharge of NOK 500,- will be added.
- g. In addition an invoicing fee of NOK 50,- is charged.
- h. Stokvis Tapes only sell complete cartons.

3. Drawings, statements, documents

- a. Catalogues, brochures, pictures, diagrams, statements of weights and of measures and similar disclosed data are only binding if and insofar as that has been expressly agreed in writing.
- b. Stokvis is not bound to furnish construction, manufacturing or detail drawings.
- c. Foundations or erection drawings furnished by Stokvis are only submitted by way of information. They are not based on mathematical or quantitative data or scientific formulae.
- d. Documents and data originating from Stokvis may not be passed along or disclosed to third parties, except with the express written permission of Stokvis.
- e. Stokvis Tapes is not liable for infringements on proprietary rights of the customer or third parties as a result of the use of drawings, models, instructions etcetera supplied by the customer.

4. Price

- a. Prices set by or agreed to with Stokvis are net, therefore exclusive of V.A.T., among other things, and are valid only for the delivery ex works of unpacked goods. They are also exclusive of the costs of packaging, loading, transport, unloading, insurance, installation, assembly and/or other services. Nevertheless, these terms are valid as Incoterms for order confirmations/invoices, and are applicable as exceptions to this main rule.
- b. If Stokvis is responsible for these conditions the company will invoice the customer in accordance with the valid Stokvis terms of transportation.
- c. Prices may be altered based on changes of currency exchange rates and other events such as a cost price increase having an impact on the purchase price, also between the date of quotation and or offer and acknowledgement of the customer's order. Such an alteration must be communicated in writing.

GENERAL SALES AND DELIVERY TERMS STOKVIS TAPES NORGE AS

5. Delivery period and delivery

- a. Stokvis, at its own discretion, has the right to estimate the date of delivery based on normal practice, which presently is
 - i. For stock items, orders are handled within 48 hours upon order receipt (ex. holidays)
 - ii. For converted items, orders are handled within 5 working days upon order receipt (ex holidays).
- b. The delivery period starts after the conclusion of the agreement, and after Stokvis has received all items, documents and data to be provided by the customer, and after any agreed upon advance payment has been received by Stokvis.
- c. Apart from the exception indicated in article 7c, goods to be delivered by Stokvis are deemed to be delivered as soon as they have left the factory or warehouse of Stokvis or third parties brought in by it for transport to or for the benefit of the customer. It's up to Stokvis to select the transporter, unless ex. works terms are applicable.
- d. Failure to deliver within the delivery period does not entitle the customer to additional or substitute damages, nor to non-fulfilment by it of any of its own obligations arising from the agreement. The customer is, however, entitled to complain verbally or in writing.
- e. Delivery periods will be extended by the amount of time that the implementation of the agreement is delayed by force majeure, including aspects from the customers side which have an impact.
- f. If Stokvis has agreed to a penalty for late delivery, then Stokvis is only obliged to pay this penalty if this late delivery was due to its own negligence and the customer supplies evidence of an actual loss suffered as a result of such late delivery. The penalty due is never higher than the amount of the loss actually suffered.
- g. Stokvis has the right to deliver in parts. Each partial delivery will be deemed an independent delivery with respect to the applicability of these conditions.

6. Risk and transfer of title

- a. Goods to be delivered by Stokvis are at the risk of the customer from the moment the goods are deemed to be delivered in accordance with Incoterms 2000 or articles 5 b and 7 c.
- b. Loading, despatch or transport, unloading and insurance of the goods to be delivered takes place at the risk of the customer, even if these are handled by Stokvis. Exceptions occur with other terms/Incoterms 2000 if specified in quotation or order.
- c. All goods delivered by Stokvis are Stokvis' property until the goods have been paid in full by the customer, including interest rates, additional costs etc caused by delays in accordance with the payment terms.
- d. The industrial and intellectual property rights to or associated with the goods delivered or to documents, products and/or services in connection with the delivered goods remain with Stokvis or third parties entitled thereto, and are never transferred to the customer.

7. Acceptance of delivery, inspection

- a. The customer shall cooperate without delay in any inspection or test agreed upon. If the customer does not cooperate in the inspection or test on time or at the agreed upon time, the objects will be deemed to have been approved.
- b. The customer shall accept delivery at the time at which the goods to be delivered are ready for transport or despatch.
- c. If the customer does not cooperate in a timely fashion or at the agreed upon time in inspection, testing, or acceptance of delivery, the goods will be deemed to be delivered at the time that inspection, testing or acceptance could have been required or expected by Stokvis, in deviation from the provision of article 5b.
- d. Stokvis is entitled to compensation from the customer for damage and costs which are the consequence of refusal of or delay in the inspection, testing or acceptance.
- e. The goods can not be rejected before Stokvis has been given a fair chance to evaluate any possible defect revealed during inspection or testing. Should the customer not seize the opportunity for inspection or testing, the goods are considered received and accepted.

GENERAL SALES AND DELIVERY TERMS STOKVIS TAPES NORGE AS

8. Force Majeure

- a. Stokvis is entitled to invoke force majeure if the implementation of the agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances reasonably out of its control, including site or building blockades, strikes, specific work interruptions or work-to-rule slowdowns and lockout, delay in the provision to Stokvis of parts, goods or services ordered from third parties other than by circumstances to be imputed to Stokvis, accidents and interruptions of business operations.
- b. In the case of force majeure on the part of Stokvis, its obligations are suspended. If the force majeure lasts longer than three months, Stokvis and the customer are both authorized to rescind the non-feasible parts of the agreement by a written declaration.

9. Warranty

- a. Stokvis guarantees the good quality of goods it delivers to the extent that in case of defects in construction, materials or finishing which appear during the guarantee period and for which claims are submitted in a timely fashion, it will either redeliver at no cost, or repair the good in question at no cost, or credit the customer as far as reasonable in whole or in part for the invoice value of the good in question, all of this at Stokvis' option.
- b. The guarantee period differs between the different products groups, and there is no given standard, but this period must be agreed upon in writing.
- c. With respect to noticeable defects, the customer must submit a claim no later than within 14 days after delivery, failing which any claim on Stokvis will lapse.
- d. After a claim has been submitted to Stokvis, the customer shall administer the goods with proper care until Stokvis agrees in writing which of the remedies mentioned in article 9a it shall choose.
- e. Any right to a guarantee lapses if:
 - i. The directions given by Stokvis for storage, placement, testing, installation, assembly, monitoring, maintenance, and/or use are not followed exactly;
 - ii. The delivered goods are used improperly or other than in conformity with the agreed to or usual purpose;
 - iii. The customer or third parties not brought in by Stokvis has/have performed operations on the goods delivered by Stokvis without Stokvis' permission;
 - iv. The customer has not fulfilled any of its obligations toward Stokvis arising from the underlying agreement, or has not fulfilled them adequately or on time.
- f. For goods or parts of goods which Stokvis procures from third parties, the guarantee obligations of Stokvis toward the customer are never greater or of longer duration than the guarantee obligations of those third parties toward Stokvis.
- g. The customer shall enable Stokvis - at its request - to carry out guarantee activities and shall inform Stokvis immediately in case of a possible obligation enabling Stokvis to reduce costs involved.

10. Liability and indemnification

- a. Stokvis' liability in connection with any defects in goods it delivers is limited to the fulfilment of the guarantee described in the previous article.
- b. Stokvis is never obliged to pay substitute or additional damages except if and insofar as the damage suffered was inflicted intentionally or by the gross negligence of Stokvis or its own employees. Stokvis' liability for loss of profits, consequential or indirect damages is, however, at all times excluded, except in the case of intention on the part of Stokvis itself.
- c. In all cases in which Stokvis is obliged to pay damages, these will never be higher than, at its option, either the invoice value of the good delivered whereby or in connection with which the damage was caused, or, if the damage is covered by an insurance policy of Stokvis', the amount that is actually paid out by the insurer with respect thereto.
- d. In all cases in which Stokvis owes a fine, its obligation to pay damages is limited to payment of the amount of the fine, without prejudice to the provision of article 5f.
- e. Claims must be made immediately, and at the latest within 8 days after receipt of the goods. By return of goods, this must always be agreed upon with the sales representative responsible at Stokvis, and possible defects must be pointed out and documented. Returning goods at Stokvis' expense can only be done if Stokvis is at fault, and not in case of incorrect orders or other circumstances where the customer is at fault.

GENERAL SALES AND DELIVERY TERMS STOKVIS TAPES NORGE AS

- f. Any claim toward Stokvis, except those recognized by Stokvis, lapses after a period of 3 months from the time the claim arose.
- g. Conditions which limit, exclude or determine liability, which Stokvis is subject to by Stokvis' suppliers or subcontractors in connection with the delivered goods, can be imposed on the customer by Stokvis.
- h. Stokvis' employees, or independent contractors brought in by Stokvis for the implementation of the agreement, can, toward the customer, invoke all means of defence afforded by the agreement as if they themselves were party to that agreement.
- i. The customer will hold harmless and indemnify Stokvis, its employees and independent contractors brought in by it for the implementation of the agreement for each claim by third parties in connection with the implementation by Stokvis of the agreement, insofar as those claims are greater than or different from those to which the customer is entitled from Stokvis.
- j. The customer shall adhere strictly to national or international government restrictions placed on export, import and application with respect to the goods to be delivered. It shall compensate Stokvis with respect to damage that arises for Stokvis due to failure to adhere to these restrictions.

11. Payment and security

- a. Payment must take place within the deadline specified on the order confirmation and invoice. General payment terms are 20 days from the date of invoice, and deviations from this must be specified in accordance with the agreement. Payments must be made to the bank account designated by Stokvis. Delayed payment beyond agreed time is charged by 1% interest rate per commenced month. Stokvis has however at all times the right to claim full or partial payment in advance, and/or otherwise to obtain security for payment.
- b. The customer relinquishes any right to set off amounts charged by and between parties. Any payments made by the customer shall be applied to settle the oldest outstanding debt first. Guarantee claims do not suspend the payment obligations of the customer.
- c. If the customer does not pay any amount it owes pursuant to the foregoing, it is in default without notice. As soon as the customer is in default on any payment, all Stokvis' remaining claims on the customer are due, and the customer is immediately in default without notice with respect to those claims. As from the day on which the customer is in default, he owes to Stokvis the statutory interest as stated in article 11a.
- d. All costs of Stokvis in connection with collecting of any monies due by the customer are for the account of the customer.
- e. Stokvis has security in delivered goods until the payment is made in full, ref. the Mortgages and Pledges Act, paragraphs 3-14 and 3-22.

12. Rescission

- a. If the customer does not fulfil one or more of its obligations, does not fulfil them on time or adequately, is declared bankrupt, requests (temporary) moratorium, or proceeds with the liquidation of its business, as well as when its assets are attached in whole or in part, Stokvis has the right to suspend the implementation of the agreement or to rescind the agreement in whole or in part, without prior notice of default, by written declaration, at its option and always reserving any rights to which it is entitled with respect to compensation for costs, damage and interest.
- b. The customer is authorized to rescind only in the cases referred to in articles 5c and 8b of these conditions, and then only after payment to Stokvis of all amounts owed to Stokvis at that time, whether or not due.
- c. If the agreement terminates pursuant to article 12a before the agreed goods are finished or delivered, Stokvis is entitled to the full agreed price for those goods, decreased by the savings arising directly from the termination.

13. Disputes and applicable law

- a. All disputes existing between with respect to the delivered goods or the interpretation of these general conditions shall be heard exclusively by the competent court which is located closest to the Stokvis Tapes company offering, quoting, delivering or selling the goods, unless Stokvis prefers another competent forum
- b. The agreement is subject to the law of the country of origin of the supplying Stokvis Tapes company.
- c. If any provision of these general conditions is held to be invalid or unenforceable, then such provision shall be given no effect and shall be deemed not to be included in these general conditions but without invalidating any of the remaining provisions of these general conditions