

General Sales Terms and Conditions - Biobe AS

General – acceptance

These General Sales Terms and Conditions ("GSTC") sets out the rights and obligations in the relationship between the customer, as a purchaser of any products from Biobe AS ("BIOBE").

Unless otherwise agreed in writing or specified in BIOBE's order confirmation, the GSTC applies to any and all purchases of BIOBE's products, and supersedes all other documents concerning the products, including the Buyer's purchase conditions (if any).

By submitting purchase orders to BIOBE, the customer accepts to be bound by the GSTC currently in force at the date of the purchase order. The GSTC in force at all times, will be published on BIOBE's website.

All delivery terms mentioned in this GSTC are according to "Incoterms 2010".

Purchase process

The customer may order products from BIOBE by submitting purchase orders. Purchase orders become binding for the customer upon the issuance by BIOBE of a written order confirmation, or, if no order confirmation is issued, upon delivery of the products.

Any changes in BIOBE' offers and the customer's purchase orders after the order has become binding must be agreed in writing.

In order for BIOBE to be able to prepare the production, BIOBE must receive the customer's approval of the delivered documentations and/or master samples no later than 2 weeks before production start-up. If the customer's approval is received by BIOBE later than 2 weeks before production start up, this may cause several weeks of delay in delivery, for which BIOBE shall not be liable.

Samples & Dimension report

In relation to test production/runs of developed moulds, Biobe is limited to offer 5 samples free of charge. Should the customer require additional samples, a separate agreement must be made.

If the customer require a dimensional report for samples, this must be agreed separately.

Tool/mould maintenance

For tools received from customer: At arrival, the tool will be analysed by Biobe and the customer will be informed about possible measures that should be done in order to manufacture automatically without additional need for adjustment or processing. The customer will cover any potential costs related to improvements of the mould that will enable automatic production. Prior to implementing these required improvements, the customer shall receive a draft of the costs involved. After the improvement, it is the responsibility of Biobe to make sure that the mould is in such a state that products can be manufactured and supplied according to agreed-upon delivery times. If the customer decides not to do the required improvement, Biobe is entitled to make a new quotation of the product.

General maintenance: All cleaning / lubrication is the responsibility of Biobe. In case it is necessary with improvements, which will include major overhaul or renewal, the customer shall cover the costs. An example of such would be to ensure that the mould enables automatic production without any processing needed afterwards. The work cannot begin until the customer has authorized any remediation plans. Biobe shall cover any damage caused by Biobe.

In the case of a product change initiated by the customer, Biobe shall prepare an impact assessment and cost estimate for approval before execution of product change. Every breakdown or damage to the tool must be immediately communicated to the customer with a schedule for remediation.

The customer is responsible for the design of the product and following responsible for possible construction errors. The supplier is obligated to assist with repairs of any defects due to faulty design, materials, manufacture or replacement of the equipment.

Price

All prices quoted are ex-works, and exclusive of any VAT, customs import duties and other public charges and taxes, unless otherwise expressly agreed. Biobe standard transport packaging (excl. pallets) is included in the quoted prices.

All prices quoted are valid for 90 days unless otherwise expressly agreed.

BIOBE' product prices are subject to changes until the customer's purchase order has become binding. Change in prices can be a consequence of increases in production costs, choice of material, production series/qty, material prices, applicable public charges or changes in foreign exchange rates.

Such changes in product prices will take effect from the date on which the new product prices have been communicated to the customer.

Quotations based on tools received from the customer, assumes that the production will occur automatically without additional need for adjustment or processing. The same reasoning applies for cooling efficiency, where Biobe assumes that the production cycle/time does not increase after time. If any of these factors do occur, Biobe may at its sole discretion adapt their quotations accordingly.

Customer owned moulds that has not been used in the production for the last 24 months is subject to a monthly storage cost. The monthly storage fee is matching the actual tool weight: 1-100kg: 15€, 100-500kg: 30€, 500-1000kg: 60€, 1000-3000kg: 100€. After 5 years of inactivity (or sooner if wanted by the owner), the tool will either be returned to the owner with the delivery term Ex works or Biobe offers to dispose/recycle the mould based on a recycle and handling fee of 100€.

Delivery

The offered delivery time of manufactured products shall be delivered within a time period to be agreed upon between the parties, or, if no such agreement has been made, within reasonable time from BIOBE' issuance of the order confirmation. Confirmed delivery times from Biobe is to be understood as the date the goods leave the Biobe warehouse.

The delivery time does not start to run before all necessary documents and, (if applicable) any part- or pre-payment has been received by BIOBE. If the parties have agreed that BIOBE shall ship the products to a specific location, then BIOBE shall, in its sole discretion, decide the packaging, mode of transport and transport route for the shipment.

Mould making: Unless otherwise specified, the offered delivery time of mould making is to be understood as first out of tools. Following, based on feedback from the customer and technical factors that we encounter during the trial runs, there may be additional time required in order to be ready for mass production.

If the customer requires guarantees of the end-result, a trial tool must be developed prior to making a production tool.

Tolerances and quantity requirements

Quantity. Deviations in quantity of +/- 5% compared to the ordered quantity of products shall be considered compliant with the order, and therefore not constitute a breach of contract.

In terms of quality, all our deliveries are according to the medium dimensional tolerance level of the DIN 16901 standard. Biobe is ISO 9001 certified. The quality control during the production is according to the internal Biobe standard.

The parties may agree on other tolerance and quantity levels.

Certificate of conformity and other quality documents may be offered separately on demand.

BIOBE' liability in the event that the delivery of products represents a breach of contract is comprehensively set out in the section "Limitation of liability" below.

The customer's inspection. Claim procedure

The customer shall promptly inspect the products upon delivery.

In case of delivery of defect or incorrect products, or deviations in dimensions or quantity in excess of what falls within the accepted limits in section "Tolerances and quantity requirements" above, the customer shall provide written notice to BIOBE in writing within xxx15? working days after receipt of the products. The written notice shall include a copy of the bill of loading, signed by the transporter at the place of discharge, and describe the actual default. Samples are to be collected and sent to BIOBE for evaluation. BIOBE shall, after having received the claim, evaluate and handle the claim within 15 days. BIOBE' liability in the event of defects in products or other breaches of contract are comprehensively regulated in section "Limitation of liability" below.

Delayed delivery

BIOBE shall immediately notify the customer, by fax or email, if BIOBE expects late delivery of the products. The notice shall state the reason for delay and indicate a new date of delivery.

If the delay has lasted, or BIOBE notifies the customer that it can be expected to last, for more than two months from the agreed delivery date, the customer may terminate the purchase order to which the delay relates and receive a pay back of any pre-paid amounts.

In the event of a termination under this section, the customer shall be entitled to compensation for direct and documented loss caused by the delay in a maximum amount corresponding to the purchase amount for the products to which the delay relates.

If the delay is caused by Force Majeure, the provisions in section "Force Majeure" below shall apply.

Payment

Title to the delivered products shall remain with BIOBE until all invoices has been paid in full.

Should the customer fail to make the payment in accordance with the payment terms agreed between the parties, BIOBE shall be entitled to suspend work and/or delivery of any products that the customer has ordered from BIOBE. Such suspension of work and/or delivery shall not prejudice any other remedies that BIOBE may have.

The applicable Biobe banking details, account/BIC numbers and will according to the specific invoices.

Retention of title

In case of agreement on deferred payment, the ownership of the goods shall pass to the buyer when payment in full has been made by the buyer. The goods shall be stored in such a way that there will be no doubt concerning the retention of title. Such goods must not be pledged or subject to other preferential rights.

Cancellation

The customer is not entitled to cancel, suspend or vary any order that has become binding. BIOBE may, in its sole discretion, accept such cancellation, suspension or variation, and is free to set conditions for such acceptance, hereunder (without limitation) that the customer compensates BIOBE for any documented costs.

Limitation of liability

Biobe is under no circumstances responsible of the intended usage, implementation or adaptation of the manufactured product related to a third party. An exception is if the customer and Biobe has clearly defined this as a part of the project.

If the products are incorrect, defect due to a production error, or in the event of deviations in dimensions or quantity in excess of what falls within the accepted limits in section "Tolerances and quantity requirements" above, BIOBE may in its sole discretion choose to either remedy the defect or deficiency by providing replacement products, or issue a credit note for the particular products to which the defect or insufficient quantity/dimensions relate.

In a claim situation any retrievable products are to be returned to BIOBE at BIOBE' expense. BIOBE shall, in its sole discretion, decide the mode of transport and transport route for the shipment.

These are the only remedies available to the customer in respect of defective products or insufficient quantity or dimensions. Biobe shall in no case be liable for consequential damages and indirect losses. The limitation of liability does not apply if the breach of contract was caused by wilful negligence.

Trade marks

The trade marks under which our products are sold remain our exclusive property. Any unauthorized use or abuse of these trade marks or other protected material constitutes a violation of BIOBE' trade mark rights or other intellectual property and industrial rights.

Force Majeure

The definition of Force Majeure of the International Chamber of Commerce (brochure No. 421) apply to these GSC. If a case of force majeure lasts more than 20 working days, the buyer shall be entitled to cancel the order when there is a risk of loss.

Validity

Should any provision of these GSTC be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law. The validity, legality and enforceability of the remaining provisions shall not be affected.

Choice of law and legal venue

These GSTC shall be governed by and construed in accordance with Norwegian law.

Any dispute arising out of or in connection with these GSTC shall be finally settled by arbitration in accordance with the Norwegian Arbitration Act. The parties agree that the arbitration proceedings shall take place in Oslo, Norway.