



YX SMØREOLJE AS
General Terms and Conditions of Supply – Commercial buyers/public authorities

1. General

These General Terms and Conditions of Supply apply to all products delivered by YX Smøreolje AS ("**the Supplier**") to professional buyers or public authorities ("**the Buyer**"). The term "professional buyer" means a physical person or legal entity buying mainly for commercial or professional purposes. The Buyer's General Terms and Conditions shall apply only if accepted by the Supplier in writing at the time of the conclusion of the agreement. In the event of any inconsistency, the Supplier's General Terms and Conditions shall prevail.

Unless otherwise agreed, the rules of the Sale of Goods Act of 13 May 1988 no. 27 shall apply. In case written notice is required according to the General Terms and Conditions, such requirement is satisfied by email, text message (SMS), letter, telefax or other written communication.

2. Orders and credit check

Orders are binding when registered by the Supplier. The order is deemed registered by the Supplier when it has been received by the Supplier's customer service by telephone/email or by the use of Supplier's order form online. A final order confirmation shall be issued by the Supplier when order is received and processed by the customer service. It is the responsibility of the Buyer to check that the order confirmation is in accordance with the Buyer's order. The Supplier reserves its right to conduct a credit check of the Buyer at any time and is entitled to cancel the order fully or in part if the Buyer's credit score is not satisfactory. In such event, the Supplier may demand payment in advance. An order can be rejected without any reason being given.

3. Delivery

Unless otherwise agreed, supply of products shall be made to the Buyer's place of business.

Unless otherwise agreed or stated herein, the products are deemed to have been delivered when they are placed at the Buyer's disposal at the agreed place of delivery. The products are deemed to be "placed at the Buyer's disposal" when they have been delivered to the Buyer's registered office or to Buyer's specified location/storage facility. The risk passes to the Buyer when the products have been delivered at the agreed place of delivery.

4. Price

Unless otherwise agreed with the Supplier or the Supplier's representative, the price is based on the list price at the time the order is placed. Any discount offered is less product price and does not include packaging costs and fees/duties. The discount does not apply to special offers or campaigns.

The Supplier reserves the right to increase prices due to increased taxes or other levies imposed by public authorities. Prices stated in the Supplier's offer and confirmed in the Seller's order confirmation are binding unless an obvious pricing error has been made in favor of the Seller or the Buyer.

5. Payment**5.1 General**

Unless otherwise agreed with the Supplier or the Supplier's representative, the products delivered will be invoiced by the Supplier. In the event cash payment has been agreed, this implies advance payment, meaning that the payment is received and registered on the Supplier's account, or the Buyer presents a valid receipt evidencing that the payment has been transferred to the Supplier's account prior to the delivery of the products. Payment shall only be deemed to have been made when it has been made to the Supplier's account.

5.2 Terms of payment

30 days from the date of delivery, invoiced currently.

5.3 Withholding due to counterclaims

The Buyer shall not be entitled to withhold or offset any part of the purchase price due to counterclaims against the Supplier.

5.4 Late payment

In the event of late payment, the Buyer must pay current interest from the due date, cf. Act of 17 December 1976 no. 100 relating to Interest on Overdue Payments section 3.

5.5 Debt Collection

In the event of late payment, the Buyer shall be obliged to compensate the Supplier's costs incurred in connection with out of court recovery, cf. Act of 13 May 1988 no. 26 regarding debt collection and other recovery of overdue pecuniary claims (Debt Collection Act) section 17-20.



6. Information regarding properties and usage

If the product are to be manufactured or produced specifically or recommended based on information provided by the Buyer, the Supplier provides no warranty that the products shall be fit for the particular purpose. The Buyer is responsible to examine whether the products fits the Buyer's particular purpose.

7. The Buyer's duty of examination and complaints

Upon the receipt of the product together with the delivery note the Buyer shall check if the product is in accordance with the order. If the packaging is visibly damaged, this shall be recorded on the delivery note. In such cases, the Buyer may demand delivery of a new product only if the product as well is damaged.

If the Buyer will claim that the product is faulty, the Buyer must complain to the Supplier in writing promptly and without any unjustified delay, and in any case not later than 30 days after delivery. Complaints shall not exempt the Buyer from the obligation to pay the purchase price.

8. Returns

Returns are not accepted unless agreed. Return agreements must be made with the Supplier or the Supplier's representative. When entering into the return agreement the Buyer shall receive a return agreement number which must be inserted in the covering letter accompanying the products back to the Supplier. The covering letter must contain information on the reason for the return, who the dispatcher is and the person who has entered into the return agreement on behalf of the Supplier. Returned products shall be sent back in original, intact and undamaged packaging.

If returns are due to wrongful deliveries from the Supplier, the return is free of charge. The invoiced price shall be credited to the Buyer. If the return is due to circumstances for which the Buyer is responsible, the return costs shall be for the account of the Buyer and 75% of the invoiced purchase price shall be credited to the Buyer.

Crediting in connection with returned products shall be subject to the Supplier's receipt control approving the product as satisfactory. The carrier shall be nominated by the Supplier.

Return of empty containers are not accepted, and containers are deemed to be the property of the Buyer.

9. Limitation period for claims

If an amicable settlement is not reached, the Buyer's claim shall be subject to a limitation period of 12 months from the date of the delivery, unless a legal notice has been issued by the Buyer.

10. Limitation of liability

The Supplier shall not be liable for any damages or loss caused as a result of the Buyer's use or storage of the product, unless such damage/loss is caused by production error. The Supplier shall not be liable if the damage or loss, in the Supplier's opinion, is caused by or related to combining the product with other parts and/or products, or if the damage or loss is caused by the Buyer's actions, omission, misuse or negligence.

Under no circumstances shall the Supplier be liable for the Buyer's indirect losses. Indirect losses including, but not limited to, losses resulting from damage to something other than the product, losses caused by the product's character, loss of profit of any kind, loss of earnings, loss of savings opportunities, and claims for damages from a third party.

Should the Supplier be held liable under product liability rules by a third party, the Buyer shall indemnify the Supplier against any such damage or loss that the Supplier would not have been liable for according to the above.

These limitations of the Supplier's liability do not apply in case of gross negligence or willful misconduct of the Supplier.

The Supplier is solely liable for direct economic losses which reasonably could have been foreseen as a possible consequence of the Supplier's fault or negligence. Notwithstanding the above, in any and all cases, the Supplier's **total liability shall not exceed the contractual value of the delivery.**



11. Suspension of duty to deliver in the event of breach of contract

In the event of default in payment or breach of contract on part of the Buyer, the Supplier reserves the right to stop any further deliveries under this contract, or demand cash payment against delivery on such terms as stipulated in the list price applicable at the time the order was placed, until the breach has been rectified.

If the Buyer has failed to make any payment on the due date and/or there is an apparent risk of payment not being made due to inability to meet payment obligations, any and all outstanding amounts between the parties shall become immediately payable and delivery under not fulfilled orders will only take place against cash payment.

12. Termination

Both parties may cancel the contract with immediate effect if the other party commits a fundamental breach of the contract.

In the event of cancellation, all the rights and obligations under this contract, including any loan of equipment, shall cease.

13. Force majeure

In the event of extraordinary situations occurring due to circumstances beyond the control, of the parties, and which are considered as force majeure under contractual law, the Supplier shall immediately be exempt from his contractual obligations as long as the force majeure situations occurs.

If the Supplier is affected by a shortage of goods, distribution- or import restrictions or similar circumstances such as mentioned above, the Supplier may then cancel this contract with 3 - three - months prior written notice, or demand with 1 - one - months prior written notice suspension of his duty to deliver, fully or in part, until the circumstances have become normal. In addition, the Supplier may distribute the products he has available to his customers based on a proportional rationing rule.

Either party is entitled to cancel the contract with 14 days prior written notice if the performance of the contract has been prevented by such circumstances as mentioned above for more than 3 months.

14. Processing of personal data

The processing of personal data registered in connection with ordering the product is subject to a duty of confidentiality and the rules of the Personal Data Act with GDPR. The Buyer is considered a data subject and may demand information on the data registered on him and the purpose of its use. Disclosure to third parties may only take place in so far as it is necessary for the fulfilment of the Buyer's rights and obligations under the agreement. The Supplier may use assistants (data processing experts) who are given access to information that is required for the performance of assignments for the Supplier in connection with services to be delivered under this agreement.

The personal data mentioned above will be used for several different purposes, including:

- managing the customer relationship,
- fulfilment of Supplier's rights and obligations to Buyer and third parties, and
- statutory regulatory requirements.

Furthermore, the personal data will be used to manage the customer relationship in the best possible way, including providing information on and marketing products and services offered by the Seller. Such follow-up shall always comply with the provisions of the Norwegian Marketing Act, and marketing shall only be directed at existing customers and pertain to such products that are considered equivalent to the services offered pursuant to this agreement.

Additional information on processing of personal data by YX Smøreolje AS in connection with the customer relationship may be found at <https://yxlube.dk/footer/yxlube-dk/privatlivspolitik>.

15. Retention of title

The Supplier retains the title to the products ("salgsphant") delivered until the purchase price plus accrued interest and costs has been paid in full, according to the Mortgage Act dated 8 February 1980 no. 2, Sections 3-14- 3-22.

16. Dispute Resolution

These General Terms and Conditions shall be governed by Norwegian law and the venue shall be the Oslo District Court.

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