

DETEC AS
STANDARD TERMS AND CONDITIONS FOR
SALE AND DELIVERY

1. General

The following Standard Sales and Delivery Terms and Conditions (the "**Agreement**") apply to all orders where **Detec** is the supplier of Products and/or Services to the **Customer**.

Detec only sells to businesses with a registration number registered in the Brønnøysund Registry or other public registration registries in countries outside Norway.

"**Product(s)**" or "**Service(s)**" refers to deliverables described in the offer/order from Detec AS.

The "**Producer**" refers to a business or unit responsible for the design, production, and delivery of related equipment and accessories.

In the event of conflict between the terms in this English version of the Agreement and the Norwegian version, the Norwegian version shall prevail.

2. Products

Detec shall deliver the Products as specified in the accepted order from Detec.

All Products are sold "as is" including, but not limited to, the terms, service descriptions, and service levels described, including in the Producers' standard terms and conditions.

Claims arising from any errors and/or changes in brochures, orders/order confirmations in offers, and other sales materials cannot be directed against Detec.

3. Services

Detec offers the Services described in the offer/order regarding support and maintenance.

4. Duration

The Agreement lasts as long as the Customer has accepted orders from Detec and to the extent specified in the order.

5. Pricing and billing

All prices are specified exclusive of taxes and public charges/fees unless otherwise explicitly stated.

The Customer will be invoiced for the Products based on the price at the time of the order/order confirmation.

Services are invoiced based on time spent in accordance with Detec's current hourly rates.

Payment shall be made according to the invoice within 20 (twenty) calendar days unless otherwise agreed in the order/order confirmation.

Prices for Products and Services may be adjusted by Detec with 30 (thirty) days' notice.

Detec has the right to change prices with immediate effect if there are documented changes in customs and fees or other public regulations, increases in environmental charges, as well as changes in prices from Producers, including as a result of currency changes, to the extent such increases or changes are relevant for the price of the Products and Services.

The prices at the time of ordering are based on the currency basis provided by Detec and will be adjusted according to the exchange rate on the billing date if it exceeds ± 1 (one) %.

In case of delayed payment, default interest accrues in accordance with the applicable percentage rate under the Norwegian Late Payments Act (forsinkelsesrenteloven).

If the overdue payment, along with delay interests, is not paid within 30 (thirty) calendar days from the due date, Detec may send a written notice to the Customer stating that all underlying purchases will be terminated if payment is not made within 60 (sixty) calendar days after the notice is received.

Detec reserves the right to require advance payment or security for the invoice amount.

Detec is free to use factoring.

Detec retains a lien on the Products until full payment has been made. Leasing must be agreed upon at the time of contract signing.

Detec has the right to offset any claim the Customer may make against Detec.

6. Orders

Products and Services may be ordered in accordance with Detec's ordering scheme as in effect at any given time.

7. Delivery and risk transfer

Delivery occurs Ex Works according to Incoterms 2020, at Detec's business/warehouse address, unless otherwise agreed upon in writing.

The stated delivery time is based on information from Detec's suppliers. Receipt of the goods is considered to have taken place at the delivery time.

Detec strives to deliver within the time agreed upon with the Customer. However, Detec is not responsible for any delays. Detec will take reasonable steps to inform the Customer of any delivery delays and to confirm a new delivery time.

The Customer is obligated to accept the Products from Detec at the delivery time.

The Customer assumes risk for the Products at delivery.

If the Customer is unable to receive the Products at the stated delivery time, Detec will arrange for the storage of the Products. The costs and risk associated with such storage shall be borne by the Customer. In the event of delayed receipt, Detec reserves the right to invoice the Customer for the Products according to the terms of the Agreement.

8. Cancellation

The Customer may not cancel a submitted order after the Product has been shipped unless this is approved in writing by Detec.

Detec reserves the right to cancel or reject orders for Products and Services, in whole or in part, until delivery occurs, if for instance a Product is sold out or otherwise unavailable to Detec for other reasons.

In addition to the cancellation mentioned above, Detec may cancel outstanding orders for Products, postpone the delivery of Services, and/or terminate orders immediately (without any liability to the Customer) if any of the following events occur:

- The Customer fails to pay an amount by the deadline.
- The Customer provides inaccurate or misleading information.
- The Customer is insolvent or there is clear reason to believe so.
- The Customer breaches this Agreement.

9. Claims, Breach and Compensation

Upon receipt of the Products, the Customer shall check that they are in accordance with the order and report any discrepancies within 8 (eight) days after delivery. Unless otherwise agreed, the deadline for any complaints or claims from the Customer must be communicated to Detec within 12 (twelve) months from delivery. In the event of a breach of contract that the Customer has timely claimed, Detec shall commence work to remedy the cause of the breach without undue delay. Such remedy may occur through correction, replacement, or supplementary delivery.

Detec is not liable or responsible for delivery issues when they are due to circumstances beyond its control.

In the event of a breach of contract, the affected party may claim compensation for documented financial loss. The nature and extent of the loss must be adequate and foreseeable according to common principles for damages in contractual relationships. Any indirect losses incurred by the Customer are not covered. Indirect losses include, among others, the Customer's loss of profit of any kind, losses due to operational interruptions, loss of data, deprivation, and claims from third parties.

Detec's liability for compensation related to direct damages or loss resulting from defects in the Product or Service, or as a result of other breaches of the Agreement, shall not exceed the lesser of the following two amounts: the total amount actually paid by the Customer for the specific Product or Service in question, or NOK 100 000 (one hundred thousand).

The above limitations of liability do not apply if the relevant party has exhibited gross negligence or intent.

10. Warranties

Any warranty applicable to the Products adheres to the Manufacturer's established warranty conditions. Detec provides no separate warranty to the Customer for the Products.

The warranty period begins to run from delivery and lasts within the time frame that Detec's warranty obligations are covered by the Manufacturer's warranty provisions, normally between 6 (six) to 12 (twelve) months.

The warranty extends to material and manufacturing defects and includes solely the repair or replacement of defective parts or components at Detec's workshop within regular working hours. Costs related to freight, forwarding, and other expenses associated with warranty repairs or standard maintenance service will be charged to the Customer. If there is a need for warranty services at the Customer's location, travel time and costs, as well as per diem, will be invoiced separately. The validity of the warranty presupposes that the Product has not been opened or modified without Detec's consent, that all payment obligations have been met, and that the Product has not been damaged due to incorrect handling. The warranty does not cover components that naturally wear down over time or damages that occur through normal use of the Product.

11. Personal data

To the extent that personal data is processed by the Manufacturer on behalf of the Customer, the Manufacturer's data processing agreement applies as set out in the Manufacturer's standard terms and conditions. The Customer is in all cases the data controller and responsible for ensuring that all personal data processed is collected, processed, and transferred to the data processor in a lawful manner.

12. Amendments

This Agreement, as well as all information available in Detec's product materials and product catalogs, both in physical format and online, may be changed or adjusted at any time without prior notice.

13. Export rules and restrictions

Notwithstanding other provisions in the Agreement, deliveries to the Customer can only be made if they comply with the required export licenses and/or authorizations.

If Products are subject to authorization requirements from authorities in the country of origin and/or other countries, the Customer is responsible for obtaining such authorizations for the export or re-export of the Products.

14. Assignment

Rights or obligations under the Agreement may not be assigned or in any way transferred to others by the Customer without Detec's written prior consent. Such consent cannot be denied without a valid reason. Detec may freely assign the Agreement.

15. Jurisdiction

This Agreement and disputes arising from it shall be governed by and construed in accordance with Norwegian law. Any legal action must be brought in the jurisdiction where Detec has its business address.