

GENERAL SALES CONDITIONS of the company Vital Base AS

(REF.: VITAL-SB2-DR 01.04.2016)

Unless otherwise agreed with a specific written distributorship agreement, the Buyer acts as a Buyer without having the obligation and rights associated with a distributor and shall not be deemed a distributor of VITAL's network. All sales of Goods between the Buyer (hereinafter called Buyer) and VITAL BASE AS (hereinafter called VITAL) shall be subject to these Conditions. They supersede all other documents concerning VITAL's products (hereinafter called Goods), including the Buyer's purchase conditions if any, unless otherwise agreed in a document signed by the Buyer and VITAL or accepted in writing by VITAL.

1. PROHIBITION OF UNFAIR TRADE PRACTICES

The Buyer shall not, directly or indirectly, counterfeit the Goods or be distributor or agent for suppliers of copies of such Goods. The Buyer shall not use the VITAL's trademarks or any key word or any trademark capable to be confused.

2. OFFER, ORDER CONFIRMATION

- 2.1. In case of a special offer from VITAL to the Buyer (special made Goods)(special prices/delivery conditions), such offer shall be open for order 30 days from the date of the offer, unless otherwise agreed. The offer shall not apply to orders received after this time limit.
- 2.2. Only written order confirmation from VITAL, or beginning of delivery by VITAL, is binding on VITAL. Unless the Buyer makes objection by fax or e-mail not later than 3 days after the receipt of the order confirmation and 2 working days before shipment, he shall be bound by its contents.

3. LEAD TIME, DELIVERY, DELAY

- 3.1. Unless otherwise agreed in writing, the normal lead-time is 10 days for standard Goods and 30 days for special made Goods, except during Norwegian holidays.
- 3.2. The Goods are delivered in accordance with VITAL's practices unless specific packaging, labelling, marking or means of transportation are ordered by the Buyer and accepted by VITAL.
- 3.3. In the absence of a special condition specified in the order confirmation, the Goods are delivered FCA (Incoterms 2000) at the registered place of VITAL, at the agreed date. In case of an agreement on another Incoterm with an obligation to cover import taxes or taxes at the place of delivery, the price shall be automatically adjusted if the level of such taxes is higher or lower than the level at the date of the sales contract.
- 3.4. In case of delay and if the time of delivery is of the essence, VITAL shall immediately inform the Buyer by telephone, e-mail or fax if it knows that late delivery will arise and indicate the period of delay and the new date of delivery.
- 3.5. If the time of delivery is of the essence, the Buyer shall be entitled to claim liquidated damages at the rate of 0,25 % (on the EXW value of the delayed Goods) per day after 5 days of delay up to 15 % of the value of the delayed Goods. If the maximum liquidated damages is reached, the Buyer shall have the right to cancel the order. Cancellation must be received by VITAL at least 3 working days before shipment. These Buyer's rights are the only remedies available to the Buyer in case of delay. The Buyer loses his right to liquidated damages if he has not lodged a written claim within 60 days after the time when delivery should have taken place. Due liquidated damages shall be paid by VITAL without undue delay and must not be deducted by the Buyer from the invoices.

4. DISCOUNT, PRICES, PAYMENT, DEBT RECOVERY

- 4.1. Unless otherwise agreed in writing, discounts and prices on the prices list at the date of the receipt of the order shall apply.
- 4.2. Unless otherwise accepted in writing by VITAL, payment shall be made under a confirmed and irrevocable letter of credit (LC), or a standby letter of credit (SBLC), payable 30 days after the presentation of transport documents at a Norwegian bank.
- 4.3. The Buyer shall pay an interest for overdue payment of 12,0 % per annum, a reminder fee of € 25,- per reminder and all debt recovery expenses. VITAL shall have the right to postpone any delivery until payment of any overdue amount.

5. WARRANTY, LIMITATION OF WARRANTY, REMEDY

- 5.1. VITAL guarantees that the Goods are in conformity with the sales contract and that they are free from defects in materials and workmanship under normal and proper use during the warranty period according to the following provisions:
- 5.2. The Buyer shall inspect the Goods upon receipt. In case of damage due to transportation, delivery of an incorrect quantity or quality or any visible defect, the Buyer shall inform VITAL in writing not later than 7 days from the day he has received the Goods at the agreed place. For other defects, i.e. latent defects, the Buyer shall inform VITAL immediately and not later than 30 days from the day the Buyer has discovered the defect, or ought to discover it. Unless otherwise agreed by the parties, the Buyer shall present a written claim and give the evidences not later than 90 days from the day the Buyer has discovered the damage, incorrect delivery or defect, or ought to discover it. If the Buyer fails to inform VITAL or put in a claim within the time limits, he shall forfeit his right to make any claim.
- 5.3. Unless otherwise agreed in writing, VITAL's liability for latent defects shall be limited to 12 months from the date of delivery to the end-user, with a cut off point of 15 months from the date of delivery to the Buyer.
- 5.4. VITAL shall have no liability in the followings cases: damage or defect due to incorrect use, alteration or deterioration and wear and tear. In case of claims for lack of conformity by end users based on the Buyer's technical specifications or missing/wrong information on the field of use of the Goods to VITAL, the Buyer shall defend, indemnify and hold VITAL harmless.
- 5.5. VITAL's total liability is limited to the replacement or reimbursement of the defective Goods covered by the VITAL's warranty. VITAL shall in no case be liable for consequential damages and indirect losses, such as loss of profit, business interruption or loss of production.
- 5.6. The Buyer has a duty to send all relevant information to VITAL, in English or a Scandinavian language, in case of special mandatory consumer rules concerning warranty at the places of the end users.

6. FORCE MAJEURE

- 6.1. The Force Majeure Clause of the International Chamber of Commerce (ICC publication No. 650) applies to these conditions. In addition the following events shall be included: shortage of materials or delivery from VITAL's sub-suppliers. If an event of force majeure lasts for more than 30 days, each party shall have the right to cancel in writing the sales contract.

7. APPLICABLE LAW, DISPUTE RESOLUTION

- 7.1. These Conditions, and any related sales contract, shall be governed by the United Nations' Convention on Contracts for the International Sale of Goods of 1980, supplemented, when insufficient, by Norwegian laws for legal fields outside the scope of the Convention.
- 7.2. When the Buyer is from a European State, which has ratified the Lugano convention on the enforcement of judgments, any dispute arising out of or in connection with these conditions, and any matter related to sales contracts and commercial transactions, shall be settled by the Court of Oslo.
- 7.3. When the Buyer is from another State, the dispute shall finally be settled by fast-track arbitration pursuant to the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce, in English, in Oslo. As an exception to this arbitration clause, VITAL may request interlocutory measures or initiate a debt recovery procedure, including legal proceedings, at court of his place or the place of the Buyer. The Buyer shall bear all the costs of the debt recovery procedure.
- 7.4. Both parties have accepted that any accepted expert opinion, agreed mediation solution; court decision or arbitration award may automatically be enforced in all countries, particularly any countries where the relevant party has assets. The parties shall not oppose the enforcement of such an opinion, solution, decision or award. The losing party shall bear the costs of court or arbitration proceedings and the legal costs of the winning party. The court or arbitral tribunal may at its reasonable discretion reduce the legal costs to be reimbursed if the winning party does not win all his claims. The losing party shall cover the entire cost of enforcement.