



FLUENTA

Fluenta Sales Terms and Conditions

Fluenta AS, Fluenta Solution, Fluenta Asia Pacific

81.000.022.D

1. Payment

In case of late payment, there will be an additional charge of 1% interest per month. Any disagreement regarding the content of Fluenta's invoices must be reported to Fluenta within 14 days from issue date otherwise the invoice is deemed to be accepted and due for payment. Variation orders (if any) will be considered as separate orders with separate deliveries and terms of payment. Above restrictions shall apply regardless of the duration of the validity of this proposal.

2. Warranty

The warranty is valid only if the installation, final commissioning and any further service activity is performed by Fluenta Service Engineer or other authorized personnel.⁽¹⁾ The warranty will be void if the transducers are installed by unauthorized personnel, the flow computer has been subjected to voltages without Fluenta authorized personnel present or other than specified ones or if other faulty connections to the flow computer have been made.

Fluenta will ensure that the goods quoted are suitable for the purpose for which they are intended as described in the scope of supplies. Fluenta will correct any defects that may arise from defective manufacturing or design (unless the customer has supplied the design) as soon as possible. All costs directly related to repair or replacement of any part of the goods will be covered by Fluenta, except for retrieval, re-completion and transportation of the goods, and transportation of personnel to and from Fluenta's dedicated locations. In no event will this warranty cover defects due to normal wear and tear, or defects and damages due to disregard of Fluenta's installation and operating instructions.

This warranty is valid for 18 months after the goods have been collected or 12 months after installation, whichever expires first. The warranty may be extended by a further 12 months from the time of service if additional conditions are met.

To qualify for extended warranty;

- a. The customer must have the product serviced before the standard warranty expires.
- b. The product must be serviced by a Fluenta Service Engineer or other authorized person.
- c. The product must be confirmed as undamaged, correctly installed, and otherwise in good condition at the time of service.

This standard warranty cannot be extended further by any means.

Additional **Extended Warranty** longer than specified above is purchasable.

¹Authorized personnel are: Fluenta Service Engineers (from our main or regional offices) or Fluenta trained and certified service engineers from our agents or distributors, who have received appropriate training.

3. Safety Inspection of Ex Components

Ex components sold by Fluenta require periodic inspection, as outlined by IEC 60079 part 17. This must be done by a competent person, per the definition provided within the standard. Fluenta, or a Fluenta certified service partner, can provide such inspections as part of a regular service, calibration and maintenance programme.

In cases where customers elect to perform this work themselves, Fluenta takes no responsibility for any failures which arise as a result of improperly performed inspections and subsequent maintenance.

4. Termination

The buyer may terminate the contract for any reason at any time by giving 15 days written notice to Fluenta. Fluenta is entitled to compensation according to the elapsed time as follows:

- Terminated within 1/4 of the agreed time of delivery: 35% of contract value.
- Terminated within 1/2 of the agreed time of delivery: 70% of contract value.
- Terminated after 1/2 of the agreed time of delivery: 90% of contract value

Please note that the values above do not include advance payments related to customized deliveries. In case of advance payments, if no payment is received within 45 days of the due date of the invoice, the order will be considered cancelled and Fluenta will be entitled to a compensation amounting to 5% of the purchase order value.

5. Variation

The related quotation is based upon the data and specifications provided. In the event that additional work is identified at any stage of the supply or requested by the buyer for whatever reason, then a change order will be prepared and agreed with the buyer. An additional or amended purchase order to cover the additional costs will be required before any such work will be carried out or supply completed. After the PO has been accepted, all changes requested within 2 weeks of the agreed delivery date will be subject to additional charges. The charge of USD 230 will be added due to administration costs related to handling the variation orders.

6. Storage

Fluenta has appropriate storage facilities available, offering relevant procedures and inspection of equipment. We offer storage for up to 3 months against a fee of USD 170 per m³ storage space per each started month. This is only valid if the originally agreed payment terms have been fulfilled. If the original payment terms have not been fulfilled, a penalty charge of USD 340 + standard fee of USD 170 per month will apply.

The packed equipment is stored free of charge for 1 week after the confirmed delivery date. After this period, the above storage charges apply.

7. Documentation terms

Documentation options:

- Customized front pages with TAG numbering are available for an additional price of USD 1290, provided that front page templates and logos are supplied with the PO.
- From one to a maximum of four revisions, the hourly rate for such revisions is USD 185.
- Hardcopy: The cost per copy in standard A4 format is USD 1245.
- Memory stick with documentation: USD 300.
- Customized documentation: USD 185 per hour.

8. Service days

Service engineer work and travel days will be invoiced at actual costs according to the time sheets provided by the Service Engineer.³

9. Bank charges

When paying invoices issued by Fluenta, the customer is responsible for covering all bank charges for money transfers, except for bank charges applied by Fluenta's bank. This includes both charges applied by the customer's bank and by the intermediary bank.

10. Legal costs

In case of any dispute related to overdue payment for Fluenta's invoice, the customer is responsible for covering all legal costs for debt recovery.

11. Force majeure

Neither of the parties shall be considered in breach of their obligation under an order based on this quotation to the extent the party can establish that the compliance with their obligation has been prevented by force majeure.

The party invoking force majeure shall give written notice as soon as possible to the other party. In the case of force majeure, each party shall cover its own costs resulting from the force majeure situation.

If a force majeure situation lasts without interruptions for 90 days or more, or it is evident that it will do so, then each party shall have the right to terminate the contract by written notice to the other party.

12. Compliance with international sanctions

Fluenta seeks to adhere to all applicable international trade sanctions, including (but not limited to) sanctions against countries, companies and individuals levied by the USA, European Union and other parties.

Both Fluenta and the buyer (if the buyer intends to supply goods onwards) must undertake appropriate due diligence to ensure that sanctions will not be broken in the execution of a contract or order. Fluenta reserves the right to request evidence of the buyer's due diligence

13. Rights to drawings and other documents

All drawings and other technical documents regarding scope of supply submitted by one party to the other before or after the formation of a contract shall remain the property of the submitting party. Drawings, technical documents and other technical information received by one party may not, without the consent of the other party, be used for any other purpose than that for which they were submitted. They may not be edited, copied or reproduced without the consent of the submitting party.

Any software delivered or installed as part of the order based on this quote is and shall remain the property of Fluenta who carries the copyright and other intellectual property rights of whatever nature in the software. The buyer is only given a right to use the software in connection with the order items as described in the tender.

14. Governing law

The order based on this quotation shall be governed by Norwegian law. All disputes arising thereof shall be settled by arbitration in Oslo. In case of any dispute, Fluenta's terms and conditions listed in the quote and PO acknowledgement shall be applicable.

