



DOC PO 02

CONDITIONS OF SALE

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1.1	MAY 1 2018	Initial Release	Security Officer/MSc Knut Normann Egeland	Stefan Øijordsbakken
1.2	MAY 30 2020	Revised edition (3 pages including this)	Chief Security Officer/MSc Knut Normann Egeland	Stefan Øijordsbakken
2.2	JAN 30th 2023	Revised edition (5 pages including this)	Chief Security Officer- PhD MSc Knut Normann Egeland.	Stefan Øijordsbakken

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1. INTRODUCTION OF IMPORTANT DOCUMENTS

- a) These general purchase conditions shall apply unless otherwise agreed in writing between the parties.
- b) Standing basic agreements between BUYER and SOHOME AS, accepted by SOHOME AS
- c) Texts in confirmation of order from SOHOME AS for the individual purchase.

2. RANKING OF DOCUMENTS

- a) Norwegian laws and public statutes related to these,
- b) General Standing Purchasing Conditions of BUYER accepted by SOHOME AS
- c) This document, DOC SOHOME PO 02 CONDITIONS OF SALE
- d) Texts in the order confirmation from SOHOME AS for the individual purchase

3. QUALITY ASSURANCE OF PRODUCTS

- a) This is based on our technical insight (Technical Expert Group at Sohome AS), our constant control and cooperation with manufacturers, product certifications and audits conducted at our own company. More detailed insight to be found in our document :

i. SOHOME DOC PO11 DESIGN/PRODUCT CONTROL PROCESS PLAN.

Which our customers can have sent.

- b) SOHOME guarantees that the goods comply with standards of good workmanship, the purchase order specifications and applicable laws and regulations. Further SOHOME guarantees that the goods will conform during the warranty period to the specifications in the purchase order and is suitable for the purpose and use for which according to the purchase order it is intended
- c) SOHOME undertakes free of charge to repair all defects caused by faults in construction, materials, or production, during the given warranty period from the date the goods are taken into use for their intended purpose. The warranty period will be different for the individual products and will be stated by SOHOME at the request of the BUYER.
- d) NOTICE that this under no circumstances shall stand before SOHOMEs warranty period under its contract with its customer unless otherwise agreed in the purchase order. In the event the goods are out of function for a period due to a defect, then the warranty period shall be extended equivalent to the period the goods have been out of its intended use.
- e) Parts which are replaced / repaired in accordance with the above guaranteed provisions shall have a renewed warranty period equal to the original warranty period.
- f) SOHOMEs warranty liability implies that the goods shall be rectified to comply with the purchase order or replaced by new goods as soon as possible and free of charge. Buyer shall in addition be entitled to compensation for other direct costs resulting from the defect. This does not apply to consequential damages.
- g) SOHOME is not liable for costs related to transport from the onshore base to offshore site and return, the stay offshore, heavy lift operations offshore and additional cost in connection with work performed below the waterline, always provided that the BUYER's contract with its customer contains similar exclusion of liabilities.

4. SUBCONTRACTORS

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- a) SOHOME will secure BUYER'S rights under purchase orders towards its subcontractors.
- b) SOHOME will not enter into any subcontract concerning parts of the work or deliverance without the prior consent of BUYER. SOHOME is liable towards the BUYER in accordance with this agreement for such subcontractors as if SOHOME performs the subcontracted work himself.

5. PURCHASE ORDERS

- a) The purchase order constitutes the entire agreement between the parties, and shall have precedence over the inquiry, bid and agreements previously made between the parties – unless the “ General Purchasing Conditions of BUYER accepted by SOHOME AS gives other conditions
- b) Other conditions shall not apply to the purchase order unless BUYER and SOHOME have accepted these in writing.
- c) SOHOME is only bound by written purchase order. SOHOME will confirm the order by sending an order confirmation and/or signing a PO confirmation form (if requested by BUYER).
- d) When ordering goods verbally, SOHOME will issue a PO confirmation of the order which will be sent to BUYER for confirmation asap. SOHOME may at no cost cancel the purchase order if the PO confirmation is received from BUYER later than 14 days after the PO date.

6. CANCELLATION AND CHANGE OF ORDERS

Cancellation of goods cannot take place without written agreement with SOHOME

7. PRICES OF PRODUCTS AND SERVICES

- a) Prices apply from the time the offer is given and 14 days thereafter, unless otherwise agreed in writing in purchase order confirmations or in other joint documents.
- b) SOHOME reserve the right to price adjustments if commodity costs exceed +/- 3%.

8. VALUE ADDED AND OTHER TAXES/FEEES

Prices given are excluded of VAT and other taxes/fees unless stated otherwise in the quote or order confirmation.

9. PAYMENT

- a) Payment for the individual purchase orders must be completed within 20 days from the invoice date unless other conditions have been agreed in writing between SOHOME and BUYER. In case of overdue payment, overdue payment interest currently accrues at 10.75% per annum.
- b) Abroad, advance payment is required unless otherwise agreed.

10. OWNERSHIP

- a) The goods, or parts of the goods, as well as the technical documentation to be supplied by

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SOHOME under the purchase order passes to BUYER upon payment.

- b) All drawings, specifications and other technical documentation transmitted by BUYER to SOHOME will remain the property of BUYER and will not be copied or disclosed to any third party without the prior written consent of BUYER.

11. DELIVERY – SHIPPING

- a) SOHOME has fixed agreements with quality-assured carriers. We have INCOTERMS regulations as the base for all shipping.
- b) We choose FCA Grimstadveien 93, 5252 (if not other agreements are made) to ensure that customs clearance documents reach us.
- c) CIF is only used for sea freight.
- d) Shipments that should be lost during transport will not be replaced by SOHOME. The buyer assumes the responsibility for the cargo once they are ready to be loaded onto the carrier.
- e) An e-mail is automatically sent to the customer with a tracking link from our logistics system when transport is booked with our carrier.
- f) Packing lists/invoices etc. will only relate to one purchase order and will be duly marked according to specifications stated in the purchase order. Packing lists/invoices will be completed so that each item corresponds to the purchase order with respect to item no., goods description, and specification.
- g) All goods will be duly marked in accordance with packing lists and instructions stated in the purchase order. If the consignment consists of more than one package, each package will contain a detailed list of contents.
- h) Any certificates and other documents specified in the purchase order will be sent by e-mail and/or delivered together with the goods.

12. RETURN OF PRODUCTS

- a) All returns must be agreed in advance and returned goods must be marked with the specified return number from SOHOME. The customer pays return shipping. Only unused products in perfect condition and with original packaging can be returned. Returns are credited with 80% of the invoiced price, excluding any fees and shipping.
- b) Custom and specially ordered items are not credited.

13. STATEMENT OF DISSATISFACTION – DEFICIENCIES

If the BUYER claims defects or errors in the delivery, he must immediately after he has discovered the error, or should have discovered the error, complain in writing to SOHOME. The buyer's right to complain expires 1 year after delivery.

In the event of errors or deficiencies for which SOHOME is responsible, SOHOME has the right to redelivery or rectify the error. Defective goods are not normally replaced until they have been returned and examined by SOHOME. SOHOME's responsibility for defects does not include wear and tear as a result of normal use.

14. INDEMNITY -CLAIMS

All matters relating to indemnity must be agreed in advance in the fixed basic agreements made with the individual BUYER, or clearly stated in these CONDITIONS OF SALE. Otherwise, claims cannot be raised.

15. FORCE MAJEURE

- a) Force Majeure means an occurrence beyond the control of the party affected, provided that such party could not reasonably have foreseen such occurrence at the time of entering into the Contract and could not reasonably have avoided or overcome it or its consequences.
- b) Neither of the parties shall be considered in breach of its obligations under the purchase order provided the party can establish that Force majeure (FM) has prevented fulfilment of the obligation.
- c) The affected party shall immediately notify the other party of the FM situation. If a party fails to give such notice, it shall be precluded from claiming to be relieved from its obligations.
- d) In case of the FM, each party shall be responsible for its own costs resulting from the FM situation.

16. GDPR – CUSTOMER DATA – PRIVACY STATEMENT

At www.sohome.no one may find important documents related to our business. The document

DOC MAN 10 GDPR- PRIVACY STATEMENT – CUSTOMER gives needed information on this.

17. NORWEGIAN LAW AND DISPUTES

This agreement shall be governed by and interpreted in accordance with Norwegian Law. Disputes arising in connection with or because of the agreement, and which are not resolved by mutual agreement, shall be settled by court proceedings unless the parties agree otherwise. Any court proceeding shall be brought before the court in SOHOME'S district, and disputes shall be settled in accordance with Norwegian Law.