

1. Offers

1.1 Offers shall be made free of charge. Any deviations from these purchasing terms and/or a purchase order shall be clearly stated.

2. Extent of Order

2.1 This order includes delivery, packaging, painting, marking and shipping as well as documentation specified for the order in its entirety. Specified goods and work must be complete in every respect and everything necessary for completion shall be included in the delivery.

3. Subcontractors

3.1 Supplier shall not assign this order or subcontract any part of this order without Air Products AS (APAS) written approval.

3.2 A copy of every order placed with an approved subcontractor shall be submitted to APAS in duplicate as soon as such order is made and the supplier shall inform APAS when such a delivery is ready for inspection.

3.3 Permission to use a subcontractor does not exempt the supplier from his responsibility for the total work included in this order.

4. Cancellations

4.1 APAS may, by written notice to the supplier, cancel the order at any time.

4.2 The supplier shall then accept as full remuneration compensation based on the value of documented completed work and any other documented expenses.

5. Price

5.1 Prices indicated in the order shall be considered to be fixed unless specific notice to the contrary is given.

5.2 APAS reserves the right to approve the invoice amount for invoices which are on a cost reimbursable basis.

5.3 If nothing else is stated the price includes all necessary packaging for transportation.

5.4 Additional charges for expedition or invoicing will not be accepted.

6. Confirmation of Order

6.1 APAS order confirmation form must be signed and returned no later than one (1) week after the date of the order. Failing the return of this confirmation APAS will not be bound by the terms of the order.

6.2 Country of origin for goods shall be stated in order confirmation.

6.3 If APAS has not indicated price and/or delivery time in its order the supplier shall whenever possible indicate this in the order confirmation.

7. Certificate of Origin

7.1 Evidence shall be provided describing Country of Origin for all equipment and components. Air Products may request suppliers Certificate of Origin.

8. Status Reports

8.1 The supplier shall upon request from APAS submit a narrative status report for the order in accordance with APAS request and instructions.

9. Expediting

9.1 APAS representatives shall be given all information concerning the order when so requested. This including any subcontractor's identity and influence on delivery time. Inspections may be carried out at the suppliers or subcontractor's works when APAS deems it necessary.

10. Technical Inspection

10.1 APAS reserves the right to carry out investigations and tests deems desirable to check that delivery is carried out in accordance with the order. Such inspection may be carried out at the supplier's or subcontractor's works.

10.2 Inspections carried out do not exempt the supplier from the full responsibility for the execution of the delivery according to contract.

11. Transport Instructions

11.1 The supplier shall obtain shipping instructions from APAS Transport Department.

12. Packing List/Consignment Note and Invoice

12.1 Packing List/Consignment Note and Invoice shall be marked in accordance with order requirements. Packing List/consignment Note and Invoice shall be filled out such that each individual item corresponds with the order regarding position number, description of goods and specification.

12.2 Upon delivery to an address different from APAS main address a copy of the advice/Performa invoice shall be sent to the address of delivery.

12.3 Weight must be indicated on all items weighing more than 1000 kg.

12.4 If certificates/documentation are specified in the order they shall be sent by separate mail simultaneously with the goods. Since certificates/documentation are considered as part of the delivery the invoice will not be paid until these are delivered.

13. Insurance

13.1 APAS general policy for goods transport covers risk acc. to INCOTERMS 2020.

14. Deliveries, Delays and Faults

14.1 The goods are not considered delivered until they have been properly received at the agreed point of delivery and approved by APAS. APAS retains the right to return goods that fail to fulfill the requirements in the order.

14.2 As soon as the supplier has reason to believe that the delivery will be delayed he must inform APAS in writing stating the reason for the delay and a new delivery date must be indicated. If the reason for such delay cannot be blamed on APAS, APAS shall have the right to annul the order in whole or part as well as to demand compensation. If the supplier fails to inform APAS Force Majeure will not apply.

14.3 If supplier fails to perform any of his obligations or becomes insolvent, supplier shall be considered to be in default and APAS may then:

14.3.1 Require supplier promptly to take the necessary steps to perform his obligations.

14.3.2 Withhold parts of the payment to secure fulfillment of supplier's obligations.

14.3.3 Claim compensation of all loss or damage caused to APAS by the default. Supplier shall not be liable for any consequential loss or damage.

14.3.4 Terminate the purchase order.

14.3.5 Finish the goods itself or with the assistance of any person or company. In such case supplier shall take all necessary action in order to enable APAS to have the goods completed.

14.4 If stated delivery time is not kept APAS can demand penalty. Penalty will normally be 2% of the purchase order value per commenced week, limited to max. 10% of the purchase order value. Penalty may be agreed on a case to case basis.

14.5 Delivery terms shall be acc. to INCOTERMS 2020.

15. Guarantee

15.1 The supplier shall guarantee that the delivered goods are in accordance with the order and free from faults with regard to construction, materials and workmanship.

15.2 Guarantee period is 12 months from the date the goods are taken into its intended use or 24 months from delivery date, whichever last occurs.

15.3 In cases where guarantee is invoked the guarantee duty shall entail that the delivered product or goods will be returned to good condition as soon as possible or be replaced by a new product or goods.

15.4 In cases where the guarantee is invoked the guarantee period shall be extended with 6 months from the day the guarantee work is approved by APAS. However, item 14.4 does not reduce the period stated in item 14.2.

16. Patents

16.1 The supplier shall be responsible that no goods or services which are part of the order do not infringe any patents, registered design or trade mark of a third party.

17. Terms of Payment

17.1 Payment will be effected within 30 days from receipt of correct invoice unless otherwise agreed.

17.2 Advance payments are not usually made. If, in an exceptional case, an agreement is made to this effect supplier must be prepared to obtain a bank guarantee for the agreed advance payment.

18. Disputes

18.1 All disputes in connection with the delivery agreement that are not solved by mutual agreement shall be resolved through arbitration according to the Dispute Act of 13.8.1915, Section 32. Kristiansand City Court shall be the legal venue. The order shall be interpreted in acc. with Norwegian Law.

19. Appendixes

19.1 Reference is made to Appendix 19.1 regarding radioactive polluted materials. Air Products will under no circumstance accept materials that can be contaminated

20. Environmental

Disposal of the product must be stated.

In line with Air Products AS and Marine environmental policy and ISO 14001 please ensure that all orders dispatched by you are packed with the minimum safe amount of packaging, whilst maintaining the integrity of the package and that, where possible, recycled packaging is used. Repeated failure to follow this instruction will result in removal from Air Products AS approved supplier list.