

TERMS OF SALE AND DELIVERY

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TERMS OF SALE AND DELIVERY

1) APPLICATION

The terms of sale and delivery included in this document are for the following company: Arrow Norway AS

2) PRICE

- a) The price is per item, unless otherwise stated, VAT not included. Prices are based on information given from our suppliers, current custom rates, taxes, rate of exchange and international raw material prices. We reserve the right to adjust prices.
- b) Included in the price is the supplier's standard packing. In case of re-packing/smaller quantities we reserve the right to add an additional sum for warrantable packing according to CECC 00015(Basic inspection for protection of electrostatic sensitive devices).

3) VALIDITY

The offer is valid for 30 days from the date of quotation, unless otherwise stated.

4) PACKAGE QUOTATION

A package quotation means all that components offered must be ordered from Arrow Norway AS. If one or more components are removed from the quotation, the price given in the package quotation is not valid.

5) TERMS OF PAYMENT

Cash on delivery or payment in advance. Net payment is granted to companies, schools and institutions only, according to advanced agreement. In case of late payment, interest will be charged accordingly. Arrow Norway AS has mortgage rights in the goods delivered, until the purchase price, additional interests, and any charges have been paid in full.

6) TIME OF DELIVERY

The quoted time of delivery is based on information from our suppliers. We disclaim any responsibility for the consequences delays or cancellation from our suppliers. Belated delivery does not solely give the right for cancellation.

7) DELIVERY POINT OF TIME

Goods are considered delivered once goods are in the shipping agents control. Seller reserves the right to ship products in advance of the agreed shipping date.

8) FREIGHT / PACKING / FORWARDING FEE

Arrow Norway AS may charge NOK 250,- + VAT as forwarding fee for orders below NOK 2.500 + VAT. A fee of NOK 500,- + VAT is charged for handling requested outside ordinary working hours. Express service is available upon request and is charged accordingly NOK 100,- + freight charges + VAT. Arrow Norway AS charges freight according to expences .

9) COMPLAINT

Upon receipt customers must check goods for obvious defects. If defects are found they must be claimed within 8 days from receipt. Otherwise acceptance of complaints cannot be guaranteed.

10) GUARANTEE / SERVICE

Time of guarantee is calculated from our date of shipment, and applies to the extent that we are covered by our supplier's guarantee regulations. The guarantee no longer applies once:

I) there has been encroachment upon the goods without seller's consent

II) terms of payment are not fulfilled

III) the goods have been damaged due to unskilled treatment

IV) components which are sensitive for static electricity have not been unpacked and treated in a secure way. Minimum requirements: CECC 00015's standards for handling of such components. The guarantee does not include fair "Wear and Tear".

11) RESPONSIBILITY

The seller is to undertake to delivery of faultless and functionally capable goods according to existing technical specifications. Seller disclaim responsibility for any damage. i.e. loss which directly or indirectly may be caused due to failure or defect with the delivered goods.

Carelessness from the seller can be limited up to and including the cost of the goods only. The supplier's responsibility for defects to the supplied goods does not include secondary damage or loss.

12) CANCELLATION / RETURN

The binding sales contract is concluded when Arrow Norway AS has confirmed a customer's purchase order. Any disagreements in our order confirmation must be reported to the seller within 6 days. The agreement cannot be altered without our permission or after acceptance from our supplier. In the case of goods to be returned, a Return Number must be assigned by the seller. Goods returned without a Return Number will not be accepted. A 20% return fee is charged on return of stock listed goods. Arrow Norway AS holds no liability in relation to returned goods; they are shipped on customer's account and risk.

13) LOAN, RENT, AND DEMO

When borrowing goods for demo/test the date of return must be added to the document. If no date has been stated, date of return is to weeks from the date of the document. Before return, the seller must be contacted for a Return Number. Goods which have been sold with an agreed right of return within started terms, shall also have a Return Number. The Return Number must be obtained before the stated date of return. Returned goods without a Return Number or which have not been packed in original packing, will not be accepted.

14) LIMITATIONS

If some instances our suppliers claim limited delivery terms towards us. Thus, our terms of delivery will be restricted according to those. In most instances this will be communicated.

15) SOFTWARE

Arrow Norway AS's sold or borrowed software is copyrighted, therefore it is illegal for software to be copied or spread without written permission from Arrow Norway AS/Supplier.

16) RE-EXPORT

Goods delivered from seller may be subject to special rules of exportation in their supplier's native country. Buyer is responsible to obtain necessary permissions for further export/re-sale.

17) QUESTION IN DISPUTE

In the unlikely result of dispute, the Karmsund Herredsrett is the approved legal venue for any and all disputes.

18) LIFE SUPPORT APPLICATIONS

Unless specifically otherwise agreed in writing by the seller, the buyer acknowledges that products sold by the seller are not intended for and will not be used in life support systems, human implantation, nuclear facilities or systems or any other application where product failure could lead to loss of life or catastrophic property damage. The buyer will indemnify and hold the seller harmless from any loss, cost or damage resulting from the buyer's breach of the provisions of this paragraph.

INSTRUCTIONS FOR THE CONSIGNEE

1) CONTROL

Control the goods immediately after receipt. Examine the quantity towards the invoice/packing-list/shipping documents. Look for outward defects on the packing which may indicate damage on or loss for contents. Control the container and the seals for any defects.

2) SECURING EVIDENCE

When defects on the goods have been found, evidence must be secured, and seller must be informed. Call the transporter and point out all defects. Add a description of the defects on the goods receipt, the forwarder's copy of the way-bill, or on the driving slip.

3) RESCUE

Try to restrict the damage and loss to a minimum, this is to be done through extra packaging/tape. Seller will compensate expenses incurred due to reasonable security efforts in addition to damage and loss.

4) COMPLAINT

Write and forward complaint immediately to the transporter or his agent. If wished to hold the transporter responsible for the defects, the complaint must be sent at the latest:

- for carriage by sea: within 3 days
- for overland/air transport: within 7 days

5) DOCUMENTATION

All claims require the following documentation, and must be forwarded to the company or their agent:

- invoice
- way-bill and/or bill of landing, and/or statement of arrival
- inspection document
- a copy of the letter of complaint to the transporter

DATE:..... FIRM:.....

ENTERPRISENUMBER:.....STAMP:.....

SIGNATURE:.....