

Terms and delivery conditions Electro

General terms and delivery conditions for Onninen AS - Electro
from 07/01/2022

1. Introduction

1.1 These general terms and delivery conditions have priority over other delivery terms and documents to the extent not expressly waived by the written agreement between the authorized representatives of the parties.

1.2 Onninen has the right to perform a credit check by the Buyer. If the result of the credit check is not satisfactory according to Onninen's routines, Onninen may reject orders from the Buyer.

1.3 Unless otherwise explicitly agreed in writing, Onninen does not undertake assembly of products, and has no responsibility in this regard

2. Deals – Prices

2.1 Offers submitted by Onninen are valid for the period specified in the offer, or if this is not stated it is valid for five working days from the date stated on the document.

2.2 The prices are based on the current prices. All prices are stated ex. VAT, unless otherwise explicitly stated in writing. Onninen reserves the right to change prices and discounts without notice.

3. Small order fee, cutting surcharge and other surcharges

3.1 For orders with a net order value below NOK 1000 a small order fee of NOK 250 will be charged. This does not apply to self-picking in Onninen Express. For goods ordered from a subcontractor, the Buyer may also be charged with other costs such as shipping, handling fees, cut surcharges, etc.

3.2 A fee for package breakage will be charged depending on the product price Package breakage will vary from NOK 50 to NOK 250 per break. There is a fee of NOK 400 per cut on cables with dimensions from 10 mm² or more. No fee is calculated for cable cuts or package breakage on goods picked by the Buyer in Onninen Express.

3.3 Euro pallets are charged in accordance with the at any time applicable price list available on www.onninen.no.

3.4 All drums are charged according to current drum prices. Onninen does not return empty drums. The customer himself contacts RS drum service for handling drum return. Return scheme for drums is described on RS Trommelservice AS's website, see <https://kabeltrommel.no/> An agreement has been entered into with DB Schenker, which receives drums at reception points throughout the country.

3.5 The environmental fee for EE waste is included in the product prices for all products in Onninen's product register. For products delivered directly from Onninen's supplier / manufacturer which are not in Onninen's product register, Onninen will forward to the Buyer the Environmental Fee for EE waste in accordance with the supplier's / manufacturer's invoice.

4. Product information

4.1 All data (including prices) contained in the product information and price lists are binding only to the extent specifically agreed upon in writing. Onninen reserves the right to change package sizes, construction, measurements, and product range without notice.

4.2 All drawings and technical documentation relating to material remain Onninen's property. The Buyer has no right to use these in ways other than what is explicitly agreed upon in writing.

5. Delivery and shipping

5.1 Goods delivered from Onninen's main warehouse (DC) are delivered DDP (duty delivery paid) to the Buyer's fixed warehouse address unloaded according to Incoterms 2010 with the exceptions that appear below. Procurement goods (ie goods that are not normally in Onninen's fixed stock as-sortment) are delivered EXW (ex works) according to Incoterms 2010, unless otherwise specifically agreed in writing.

EXW always apply to the following shipments:

- Goods with high freight calculation i.e. special goods such as high volume goods and long items, cable drums, and heavier materials. For example pipes, steel columns, foundations, wooden poles, ladders, large closets, galvanized material, and the like.
- Special transportation by cable car and containers to and from facilities.
- Urgent deliveries by courier, express freight, air freight, and the like.
- Return freight, and the collection of empty drums, except in cases of wrongful delivery.

5.2 Shipping Zone additional charges for heating systems and lighting are calculated at the following rates:

District	Heating / Armature	Lighting
Eastern Norway	3.5 %	1.5 %
Southern Norway	4.0 %	1.5 %
Western Norway	4.5 %	2.0 %
Central Norway	4.5 %	2.5 %
Northern Norway	6.5 %	3.0 %

5.3 If the Buyer fails to receive the delivery at the agreed time, the contractual due date for payments nevertheless remains the same. Onninen may also claim compensation for any additional costs, including freight and storage costs incurred by Onninen due to the Buyer's lack of reception.

5.4 Night deliveries and in other special cases, Onninen will deliver the goods without claiming a receipt from the recipient. In such cases the item is considered to be delivered when it is placed at the agreed place. This means that;

- The Buyer takes over the responsibility and the risk for the goods being properly secured.
- Onninen / carrier does not cover any deficiencies / damages on the goods after the delivery. The Buyer and the carrier must make necessary agreements directly with each other if keys are required.

6. Payment terms

Unless otherwise agreed, deliveries are due for payment 30 days from the invoice date, which is coinciding with the day the goods are shipped to the Buyer from Onninen. For agreed partial deliveries Onninen may send an invoice after each partial delivery. In the event of late payment, the Buyer is charged with late payment interest that has been invoiced, currently 12%. Onninen reserves the right to refuse to accept orders and / or stop deliveries if the credit limit given by Onninen has been exceeded, or there is outstanding payment on a previous invoice.

7. Sales liens – security

Onninen has a sales lien on each sold product until the entire purchase cost including any interest and other costs are paid, for each delivery. Onninen reserves the right to require added security in addition to or instead of a sales lien. The Buyer is not entitled to resell delivered products when subject to a sales lien.

8. Delivery time

The stated delivery time is indicative, unless it is explicitly stated in writing in the order confirmation or in a written agreement that it is binding. For stocked products that have been ordered within the agreed time, the delivery time shall be in accordance with Onninen's and the carrier's timetable. Goods that are defined as "special goods" by the carriers have 1 day extra delivery time. Examples of such goods are: heavier material, volume and long goods.

9. Duty of inspection

The buyer is obliged to check that the delivery is in accordance with the contract as soon as it is received, and before the delivery is resold, assembled, or otherwise used. If the Buyer fails to carry out such investigations, and the matter should have been discovered during the investigation, Onninen's liability for defects lapses.

10. Product responsibility

With the limitations that follow from the product liability law of the Product Liability Act (Act of 23 December 1998 no. 104), Onninen is only liable for personal injury if it can be documented that the injury is due to gross errors or gross negligence committed by Onninen or someone for whom Onninen is responsible. Onninen has no liability for damage on real estate or goods that occurs while the item is in the Buyer's possession. Nor is Onninen liable for damage to products manufactured by the Buyer, or to products where these items are included.

11. Responsibility concerning delays

Onninen is only liable for losses incurred by the Buyer as a result of Onninen's delay if this has been agreed in writing in advance. In any case Onninen's liability is always limited to 7.5% of the purchase price of the delayed item.

12. Defects and deficiencies

12.1 If the Buyer upon receipt of the individual delivery reveals freight damage, or that individual goods have visible defects or deficiencies, cf. the Buyer's duty of inspection in section 9, the Buyer must notify Onninen without undue delay, normally 7 days after delivery. The delivery deviation must be documented in front of the carrier and Onninen with an indication of the package leaflet number, number of packages, weight, etc. which is damaged. NB! Transport damage must be noted on the consignment note and signed by the driver. If the damage, defect or deficiency is reported correctly, Onninen will remedy the defect.

12.2 For a period of 12 months after the individual delivery has been received by the Buyer, Onninen is also responsible for rectifying hidden defects and deficiencies that the Buyer was not able to uncover in his inspection according to section 9. This presupposes that the Buyer has complained in writing without undue delay after the hidden defect or deficiency should have been uncovered by the Buyer.

12.3 Items that have defects or deficiencies must be returned to Onninen. Onninen's liability for defects or deficiencies is limited to re-delivery or repair of the item at Onninen's choice. Delivery is made by delivery of a replacement item in the same or similar way as the original item was delivered by Onninen. Onninen is not obliged to pay compensation for any loss as a result of the defect or deficiency. Neither is Onninen responsible for costs for onward transport from the place of delivery, dismantling, installation, disposal or the like in connection with repair or re-delivery, nor can the Buyer claim compensation for such costs in any coverage transaction.

12.4 No additional complaint period applies to replacement parts that are delivered in connection with the repair of defects or deficiencies for which Onninen is responsible. Complaints for such parts expire at the same time as the expiry of the complaint period for the original delivery.

12.5 The liability for defects or deficiencies does not apply if:

- The item has been tampered with without Onninen's consent.
- The item is damaged as a result of improper handling according to technical documentation.
- The product is damaged as a result of incorrect use and / or incorrect installation or connection of the product, or violation of public regulations.
- The damage results from normal wear and tear and aging that results from normal use, inadequate maintenance or overloading of the delivery.

13. Warranty

13.1 The warranty period varies from product to product and depends on the warranty provided by the manufacturer of the product in question.

13.2 The guarantee is continued by Onninen on identical terms that the individual manufacturer provides for the product. The warranty covers material and manufacturing defects, and is limited to re-delivery or repair of the item at Onninen's choice. Sections 12, 3-5 apply correspondingly.

14. Compensation limitation

In the event of delay, defects or other claims in connection with the agreement, Onninen is under no circumstances liable for indirect losses, including but not limited to lost profits, lost sales, lost savings opportunities, claims from third parties or other consequential damage caused to the Buyer. Maximum compensation related to the individual delivery is limited to a sum corresponding to the payment for the delivery in question.

15. Grounds for Exemption (Force Majeure)

The following circumstances shall be considered grounds for exemption if they prevent the fulfillment of the agreement or make the fulfillment unreasonably burdensome: Local or nationwide labor dispute, fire, war, military uprising, seizure, currency restrictions, riots, lack of means of transport, (closed roads / train connections etc.) of large workpieces, lack of manpower, restrictions on power supply or delay in delivery from a subcontractor.

16. Return of goods

16.1 Returns can only take place when a written agreed and completed return document has been received. In order for the return to be approved and credited, a copy of the return document must be attached to the item. The goods must have been purchased by Onninen. The goods must be sent to the specified location. The Buyer pays the return shipping costs and bears the risk for the item up to the specified storage location.

16.2 Standard stock items at the time of return delivered by Onninen in contractual condition, can be returned against invoice or sales order reference, for 12 months after the shipping date against calculation of return fee 20% of the item's net price at time of sale, minimum return fee NOK 150. Material in broken packaging, in salable volumes (Onninen's inventory and sales frequency determine saleability) is credited against calculation of return fee 30% of the item's net price at the time of sale. Returns without invoice or sales order reference are credited against the calculation of the contract price minus return fee of 50% of the item's net price at the time of sale. Returns of goods with an invoice value of less than NOK 500, excluding VAT, will not be credited unless the goods have been incorrectly delivered by Onninen. Incorrectly ordered goods at e-commerce / EDI are considered customer errors against calculation of return fee.

16.3 Goods that are not stocked by Onninen, may only be returned if Onninen has the right to return the goods to Onninen's supplier, according to the supplier's conditions; and subject to a return fee of minimum 30 %.

16.4 If the item was delivered in original packaging, the item must be returned in the same packaging. Items sold in whole packages cannot be returned when a package breach has been made.

16.5 Cut, undamaged and physically clean goods in salable lengths can be returned against invoice or sales order reference, for up to 12 months after the shipping date against a calculation of a return fee of 50%. Cable must have been stored in such a way that water penetration or oxidation at cut ends has not occurred.

16.6 Return from project must be agreed separately with Onninen customer center and can be returned for 12 months from the date of shipment against calculation of return fee 20% and shipping cost.

17. Disputes

17.1 Any dispute arising out of the contract between the Buyer and Onninen must be settled in accordance with Norwegian law.

17.2 Disputes that may arise in connection with the agreement shall be resolved through negotiations. If the negotiations do not proceed, each of the parties can demand that the case be decided by the ordinary courts, with the Oslo District Court as venue.

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