

Terms of sale and delivery conditions Heras Norway AS

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TERMS AND CONDITIONS OF SALE AND DELIVERY

These terms and conditions apply to all companies in Heras Norway AS and apply unless otherwise agreed in writing.

1. Quotation

Unless otherwise stated in the offer, this is valid for 10 days from the date of the offer, unless withdrawn in writing.

2. Quotation vouchers

Drawings, descriptions, calculations and other appendices to quotations are the property of Heras Norway AS and must not be made available to unauthorized people. Quotation documents are for information purposes only and are not binding in every detail. Subject to changes in dimensions and specifications.

3. Order

Orders must be made in writing. Heras Norway AS cannot be charged for costs in the event of delivery of incorrect goods if a written order has not been received.

4. Delivery

Delivery is in accordance with the offer, order, order confirmation and these terms and conditions. The delivery time applies from the day the seller has received the order. The delivery time shall be considered extended by a time corresponding to the delay if:

- a) *the buyer has failed to provide the required security.*
- b) *the Buyer has not provided the Seller with the technical information necessary for the delivery in due time.*
- c) *the buyer or his customer demands a change in delivery that may cause delays.*
- d) *insurrection, seizure, currency restrictions, riots, lack of means of transport, general shortage of goods, discarding of workpieces, shortage of labour, restrictions on the supply of power or delay of delivery by subcontractor as a result of circumstances referred to in this section or other Force Majeure events.* Heras Norway AS shall notify the buyer of delays and their duration as far in advance as possible. Heras Norway AS is not responsible for financial loss or consequential damage caused by delayed delivery.

5. Contract for execution

Unless otherwise agreed, NS 8406/8416 applies.

6. Documentation and training

Training and preparation of documentation, including maintenance, user manuals and similar material, are not included in the delivery unless this is specifically specified in the contract.

7. Takeover

In the case of goods deliveries, all goods in accordance with the delivery note are considered to have been received when the customer has signed for the delivery. Any defects must be added to the consignment note upon receipt/receipt if these are to be enforced. In the case of project deliveries, the project is considered completed by Heras Norway AS when the final invoice is sent. If extensive defects or defects can be demonstrated, the customer can refuse takeover until these have been rectified by Heras Norway AS. If any defects or defects are of a minor degree, the customer does not have the right to refuse takeover but has the right to withhold a proportionate share of the purchase price until Heras Norway AS has carried out rectification. If the customer has not notified Heras Norway AS in writing of any errors or deficiencies in the delivery within 10 working days after the final invoice has been issued, the delivery is considered to have been taken over and approved.

8. Images of delivered and, if applicable, installed solution

Unless otherwise agreed, images/films of completed projects delivered and/or carried out by Heras Norway AS may be used on Heras website and social platforms. In such publication, no reference will be made to the specific address for the project, and the main purpose is to show the products to others as inspiration and tips. Solutions for securing socially critical installations or other high-security projects will not be published without written consent from the customer.

9. Prices

The prices quoted are always exclusive to VAT, packaging and insurance, and apply to freely uploaded Heras Norway AS's stock. Unless otherwise agreed, the prices on the day of the order apply if the delivery is to take place immediately (i.e. as soon as it is normally possible). Heras Norway AS has the right to adjust prices if there are changes in exchange rates or current rates for transport, customs and taxes between the time of order and the time of delivery.

10. Garda Smart Service – GSS

The GSS control unit is supplied together with our motorized products. GSS has an annual subscription, and termination must be made in writing and has a three-month notice period. When reactivating a terminated device, a start-up fee will be charged according to

current rates. Included in the subscription are all costs for SIM cards and administration fees. Automatic SMS sending when adding new users is added with a separate fee. Service and support agreement with telephone hours during normal working hours from 8 am to 4 pm. Administrative cloud service for up to nine administrator accounts per object.

11. The price basis

Prices quoted do not include:

- a) Increased costs as a result of the customer's request for additions or changes after the conclusion of the agreement.
- b) Costs and additional work are incurred if, after the agreement has been concluded, it turns out that the basic material is incomplete or incomplete.
- c) Costs resulting from delays or other circumstances caused by the buyer, or his customer/supplier.
- d) Overtime work or other measures requested by the customer to achieve a faster delivery than what the agreement states.

12. Billing

Specially ordered items are invoiced at 90% when shipped from the manufacturer. Stocked goods are generally made upon delivery, but we reserve the right to pre-invoice up to 35% of the contract amount upon acceptance of the offer, unless otherwise agreed in writing. This applies to offers of more than NOK 50,000. Installation is invoiced unless otherwise agreed, monthly based on progress settled according to set quantities. If the buyer wishes to postpone the delivery, Heras Norway AS can invoice the delivery in accordance with the original delivery agreement. In the case of partial deliveries, each partial delivery is invoiced separately.

13. Payment terms

All credit must be approved and agreed upon in advance.

In the case of credit sales, the payment period is net per 15 days unless otherwise agreed. Heras Norway AS has a sales line on the delivered goods until the entire purchase price, including interest and costs, has been paid in full. The customer is obliged to disclose this to its end customer if the goods are not to be used for their own use. It is not allowed to re-sell goods until the invoice has been fully settled.

14. Complaints

The customer is obliged to examine the delivered goods as soon as possible. If errors or defects exist, the customer is obliged to immediately notify Heras Norway AS. In the event of purchasing a gate or other technical equipment equipped with third-party solutions from Infobric, Infotech, Naeva, or similar personnel registration systems, any faults or deficiencies related to these systems and equipment must be addressed directly with the supplier of the respective system. Heras does not have the mandate or authority to perform troubleshooting related to third-party equipment.

15. Defects

Remarks about defects in the goods must be made within 10 days of receipt. Heras Norway AS reserves the right to repair the item or replace it with a new one.

16. Return

Returns of goods can only be made by agreement with Heras Norway AS. Approved returns will be credited with 80% of the debited amount. Return shipping is covered by the Customer.

17. Product liability

Heras Norway AS can only be held liable for personal injury if it can be documented that the damage is due to fault or negligence committed by Heras Norway AS or someone for whom they are responsible. Heras Norway AS is not liable for damage to real property, movable property or any form of indirect loss (operating loss, lost profit, etc.) as a result of errors or deficiencies in delivered equipment.

18. Warranty

Products supplied by Heras Norway AS have a warranty of 12 months that applies to material and manufacturing defects. The warranty covers repair and replacement of parts during regular working hours. Warranty liability is void if changes or interventions have been made to the product, or damage has occurred as a result of improper or improper use. In the event of errors or damage due to incorrect assembly/installation, the warranty is also void if the assembly/installation has been carried out by someone other than Heras Norway AS.

19. Force Majeure

If delivery is prevented by labour disputes, war, fire, illegal actions, a halt in access to raw materials, measures by the State or other circumstances over which Heras Norway AS has no control, Heras Norway AS is not obliged to maintain the agreed delivery time or to pay compensation for delayed or non-delivery.