

# General Terms and Conditions of Delivery for Business Customers for Brattvaag Group and Subsidiaries

## 1. Introduction

These General Terms and Conditions apply to all deliveries made by Brattvaag Group and its subsidiaries.

The terms cover electrical installation work, Delivery of electrical equipment and materials, automation systems and automation solutions, installation and commissioning of such systems, engineering/design Services, programming, integration work, and any other related Goods or Services.

For transactions that wholly or partly qualify as consumer purchases under the Norwegian Consumer Purchases Act §1 or the Craftsman Services Act §1, Brattvaag Group's and its subsidiaries consumer terms shall apply. These can be found on the company's website.

## 2. Definitions

**Supplier:** Brattvaag Group, any of its subsidiaries, delivering **Goods** and/or **Services** under these terms.

**Buyer:** The individual or legal entity purchasing **Goods** and/or **Services** from the **Supplier**.

**Parties:** Collectively the **Supplier** and the **Buyer**.

**Service(s):** Installation, assembly, repair, maintenance, engineering/design, software development, commissioning, system integration, and any work performed by the **Supplier** – including work related to automation systems and automation solutions.

**Goods:** Electrical equipment, materials, automation components, control system hardware, software licenses, and any other items supplied by the **Supplier**.

**Delivery:** The **Supplier's** performance of **Services** and/or supply of **Goods**, including automation systems, configurations, software, and integrated solutions.

## 3. Contractual Relationship

The contractual relationship consists of the agreement entered into by the **Parties**, including all attachments, quotations, technical specifications, order confirmations, amendments, meeting minutes, and all other documents expressly defined as part of the agreement. These General Terms and Conditions form an integral part of the agreement unless explicitly waived or replaced in writing.

A binding contract is considered established when the agreement is signed, the **Buyer** accepts an offer, the **Supplier** issues an order confirmation, or when the **Supplier** commences performance.

## 4. Price

Prices are agreed per assignment or **Delivery**.

If no price is agreed, the **Buyer** will be invoiced according to the **Supplier's** prevailing rates at the time of **Delivery**. **Services** are charged according to hours spent, including automation engineering, programming, and commissioning work, plus applicable expenses.

All prices exclude VAT unless explicitly stated otherwise.

The **Supplier** may adjust agreed prices if there are documented changes in taxes, duties, regulations, currency impact, or cost increases from subcontractors or **Suppliers**—including providers of automation and software components.

## 5. Payment Terms

Standard payment terms are 14 days, unless otherwise agreed. Late payments incur interest according to the Norwegian Late Payment Interest Act.

If invoicing occurs after **Delivery**, the **Supplier** may require adequate payment security. Minor or disputed claims do not entitle the **Buyer** to withhold or offset payment.

## 6. Retention of Title

The **Supplier** retains ownership of all delivered **Goods**—including software, automation components, and control system hardware—until full payment has been received, in accordance with the Norwegian Mortgage Act.

## 7. Delivery of Goods

**Goods** shipped to the **Buyer** are deemed delivered once dispatched or handed over to a transport provider.

**Goods** for pickup are considered delivered once prepared and made available for collection.

**Goods** delivered to the **Buyer's** specified location, including automation equipment and control system components, are considered delivered upon arrival.

Risk transfers to the **Buyer** at the moment of **Delivery**. For **Goods** installed by the **Supplier**, the **Supplier** remains responsible for damage resulting from its own negligent installation or commissioning.

## 8. Services (Installation, Commissioning & Automation Work)

The **Supplier** shall begin installation, commissioning, programming, or other **Services** at the agreed time, provided the **Buyer** ensures timely access to required facilities, equipment, networks, and systems, and that all conditions enabling uninterrupted work are fulfilled.

## 9. Buyer Delay

**Buyer**-caused delays result in corresponding extensions of all deadlines.

If installation or commissioning cannot start due to missing access, incomplete site conditions, or missing prerequisites for automation integration, the **Supplier** may reschedule the work to the next available time.

In cases of substantial **Buyer** delay, the **Supplier** may invoice based on work that should reasonably have been completed.

#### 10. Supplier Delay

In case of significant **Supplier** delay, the **Buyer** may set a final reasonable deadline. If unmet, the **Buyer** may cancel the delayed part of the **Delivery**. The **Supplier's** liability follows the limitations described in Section 14.

#### 11. Changes to Work

Up to final takeover, the **Buyer** may request changes to scope, functionality, design, or execution—including changes to automation systems, software, or control logic. Such requests shall be submitted in writing and entitle the **Supplier** to additional compensation. The **Supplier** shall provide written notice of the consequences of the requested change (price, time, technical impact). The **Supplier** may implement necessary changes due to revised laws, standards, safety regulations, cybersecurity requirements, or technical updates from **Suppliers** of automation systems.

#### 12. Takeover

If testing or commissioning is required before takeover—such as FAT, SAT, I/O checks, or functional tests—these shall be performed with both **Parties** present and documented in a signed protocol. The **Buyer** must not use the system or equipment before takeover. Any use prior to takeover constitutes acceptance and voids the **Supplier's** testing obligation. If no testing is agreed, takeover occurs when the **Supplier** confirms completion of the work. Risk transfers to the **Buyer** upon takeover.

#### 13. Complaints

Complaints must be submitted within 10 days after discovering or reasonably being able to discover the defect. The complaint period is one year, unless otherwise agreed.

#### 14. Liability for Defects

Provided the complaint is timely, the **Supplier** shall correct defects that existed at the time of **Delivery** or takeover, including defects in automation configurations, software, programming, or control logic. The **Supplier** is entitled to perform the remedy itself. Additional costs caused by the **Buyer's** relocation or system changes are to be covered by the **Buyer**. If the **Supplier** does not remedy within a reasonable time, the **Buyer** may set a final deadline. If still unresolved, the **Buyer** may have the defect corrected elsewhere, limited to the price reduction the **Buyer** would have been entitled to. The **Buyer** is responsible for work involving third-party equipment, networks, or infrastructure. Warranties do not cover abnormal use, unstable networks, third-party software interference, cybersecurity incidents outside the **Supplier's** control, or normal wear.

The **Buyer** may only terminate the agreement in case of substantial breach. The **Supplier** is only liable for compensation if gross negligence can be documented.

#### 15. Indemnity

Each Party shall indemnify the other for claims related to:

- injury or death of its own employees or representatives,
- loss of or damage to property belonging to that Party or those under its responsibility.

This limitation does not apply where the other Party has acted with gross negligence or intent.

#### 16. Liability After Takeover

The **Supplier** is not liable for damage caused by the **Delivery**—whether electrical systems, automation systems, software, or integrated solutions—after takeover, unless gross negligence is proven.

#### 17. Limitation of Liability

The **Supplier** shall under no circumstances be liable for indirect losses such as:

- loss of production,
- lost profit,
- downtime,
- data loss,
- business interruption,
- consequential damages.

Total liability is limited to NOK 1,000,000 for all claims combined arising from the agreement.

#### 18. Force Majeure

The **Supplier** is not considered in breach if performance is prevented by events beyond the **Parties'** control, including fire, natural disasters, pandemics, war, transportation failure, **Supplier** shortages, or major interruptions to automation component availability or software platforms. The affected Party shall notify the other Party without delay. If the **Buyer** is affected by force majeure, the **Buyer** must cover the **Supplier's** costs for safeguarding the **Delivery** and for personnel or equipment kept on standby. If the situation lasts more than six months, either Party may terminate the agreement with immediate effect.

#### 19. Confidentiality

All confidential information exchanged between the **Parties** shall be kept strictly confidential. This includes technical information related to automation systems, control logic, software, cybersecurity, and commercial or organizational matters. The confidentiality obligation remains in effect after the agreement ends and applies except where disclosure is required for fulfilment of the contract.

#### 20. Dispute Resolution

Disputes that cannot be resolved amicably shall be brought before the ordinary courts in accordance with the jurisdiction rules of the Norwegian Dispute Act.