

General Terms & Conditions on Sales

1. Definitions and Introduction

1.1 In these General Terms and Conditions of Sale ("Terms"):

"customer" means the buyer who agrees to buy the products from KEBONY;

"KEBONY" means any subsidiary of Kebony AS that supplies products to a customer and is entitled to invoice the customer;

"products" means Kebony® wood, other products and related services manufactured and/or provided by KEBONY to the customer;

"offer" means any proposal or quote made by KEBONY to the customer for its products;

"contract" means contract of sale. Unless otherwise agreed in writing, the following documents form part of the contract, and in the event of any conflict between the documents, the order of precedence is: (i) the customer's written acceptance of the offer and/or order from the customer and a corresponding sales order confirmation or delivery schedule that KEBONY issues to the customer; (ii) these Terms; (iii) any duly signed general contract between KEBONY and a customer; (iv) price list(s); (v) any specifications and safety, health and environmental requirements that KEBONY agrees with the customer; (vi) Kebony® Certificate of Warranty valid at the time of delivery which is made available to the customer at www.kebony.com. In case of discrepancies, the English version of these Terms and documents in the English language shall prevail.

Any samples, drawings, images, descriptive matter, brochures, illustrations or advertising issued by KEBONY (in print and on the internet) are issued or published for the sole purpose of giving an approximate idea of the products described in them. They shall not form part of these Terms or have any contractual force.

"Writing" and any similar expression includes facsimile transmission and comparable means of communication and electronic mail.

1.2 These Terms apply to the contract, unless KEBONY has explicitly acknowledged the applicability of the conditions of the third parties in writing and has explicitly set aside its own Terms.

1.3 By accepting an offer in writing and/or placing an order in writing to KEBONY, or by taking delivery of KEBONY, the customer is familiar with and unconditionally and irrevocably agrees to these Terms and waives the customer's own purchase terms and conditions or any other similar document.

1.4 Any typographical, clerical or other error or omission in the contract, offer, price list, invoice, packing list or other document or information issued by KEBONY shall be subject to correction without any liability on the part of KEBONY.

1.5 KEBONY reserves the right to change these Terms at any time. Notice of any changes will be provided with thirty (30) calendar days' notice by posting the information at www.kebony.com.

2. Offers and Orders

2.1 All offers are with no commitment coming to product availability and delivery time, unless, and to the extent that, KEBONY has confirmed in writing that the offer is binding. The **price** offered shall be **valid for thirty (30) calendar days** from the date of the offer, unless otherwise stated in writing. A Kebony standard package consists of boards of the same length. To fulfil an order volume, Kebony will select the available package length(s) most suitable for completing the order unless otherwise agreed upon between KEBONY and the customer.

2.2 The forwarding of an offer and/or other documentation and/or samples does not obligate KEBONY to accept any order or to perform any delivery, unless otherwise agreed. KEBONY has the right, without providing an explanation, to terminate negotiations with a customer, withdraw KEBONY's offer, and refuse an order, without being held liable for any sort of compensation.

2.3 **Confirmation** of the order is generally provided within **2 working days** from the moment of placing the order. Nevertheless, KEBONY shall not be held liable if, for any reason, this timeframe is not adhered to.

2.4 No delivery obligation on behalf of KEBONY shall exist until both an order for the products has been made in writing by the customer, and it has been accepted in writing by KEBONY in the form of a sales order confirmation or delivery schedule. KEBONY reserves the right to correct, adjust and/or amend any condition within its order confirmation.

2.5 If the customer has **objections** to the content of the order confirmation, order **amendments**, or **cancellation** request, these must be submitted in writing and received by KEBONY no later than **3 working days before the shipment date**, as outlined in article 5.1 of these Terms. Subsequently, the order confirmation shall be deemed accurate, and any order changes or cancellations consented by KEBONY are subject to a **surcharge of EUR 50 / USD 60 / NOK 500 / SEK 550 / DKK 400**, depending on the currency of the invoice.

2.6 Notwithstanding article 2.5, a request to amend or cancel an order containing **specialty produced non-pricelist products** must be submitted in writing and received by KEBONY within **one week after the order confirmation date**.

2.7 With regards to a sale agreed between KEBONY and the customer in mutual writing, but for which no specific sales order confirmation was issued, invoice shall be deemed accepted by the customer.

3. Information and Invoice

3.1 The customer shall be entirely responsible for ensuring the accuracy of its order and providing KEBONY with all necessary information and documents required to issue a correct invoice. This includes, without limitation, the invoice address, mandatory requisition number (if applicable), delivery address, contact person, delivery option, and other necessary information specified in the KEBONY Order Form

3.2 If the customer requests to change the invoice, the issued invoice shall be supplemented either by a complementary invoice or a credit note. Notwithstanding the previous clause, the **invoice** may be **cancelled upon the customer's request**, and a new invoice shall be issued, increased by a **surcharge** mentioned in article 2.5 of these Terms.

4. Prices and Payments

4.1 The price of products shall be in accordance with the current price list applicable at the appropriate market, valid at the time of placing an order unless other prices were agreed upon in writing between KEBONY and the customer. **All prices** listed in the current applicable price list are **ex KEBONY's warehouse, exclusive taxes**. The price of products not listed in the price list, including, without limitation, the costs of carriage and insurance, shall be agreed upon in writing between KEBONY and the customer.

4.2 KEBONY reserves the right, by giving written notice to the customer at any time before delivery, to increase the price of the products to reflect any costs incurred by KEBONY that are beyond its control, such as, without limitation, foreign exchange fluctuations, alterations of duties, significant increases in the cost of labour, materials, or other manufacturing costs. Additionally, any delays caused by the failure of the customer to provide KEBONY with adequate information or instructions for delivery may also result in a price adjustment.

4.3 KEBONY reserves the right to claim all additional procedural costs and interests that the customer shall solely bear.

4.4 KEBONY may in its sole discretion at any time change agreed payment terms without notice by requiring payment cash in advance or cash on delivery, bank guarantee, letter of credit or otherwise.

4.5. In the event of late or non-payment, declaration of bankruptcy, liquidation, or any other occurrence affecting the agreed-upon payment terms, all invoices (including those that have not yet expired) become due and payable.

4.6 If the customer delays payment beyond the due date, KEBONY is entitled to claim **a monthly penalty charge at a rate of two percent (2%)** on the unpaid amount until the full payment, including any penalty charges due under this clause, has been made.

4.7 If the customer defaults on the payment to KEBONY, KEBONY has the right to suspend the further performance of all related contracts until such payment has been made. Alternatively, if otherwise agreed, cash payment may be demanded for further delivery.

4.8 In the event of late or non-payment by the customer, KEBONY reserves the right to suspend or revoke any warranties provided under these Terms until payment is received in full. Late or non-payment shall constitute a material breach of the contract, and KEBONY shall not be obligated to provide any warranty services or remedies until the outstanding payment, including any fees and interest, is made.

5. Delivery

5.1 After receiving an order or accepting the offer, KEBONY shall specify a **shipment date** in a sales order confirmation, which is to be a date when **products are prepared for the collection** by the carrier or another person nominated by the customer at KEBONY's premises.

5.2 KEBONY reserves the right to invoice the customer before, on or after the shipment date pursuant to article 5.1 of these Terms.

5.3 Products are loaded onto the vehicle or into the container provided by the customer or the carrier typically within 1-3 business days from the shipment date. However, this period is to be considered an estimate only, as it is subject to factors beyond KEBONY's control, including the availability of the carrier's transport and access to shipping space. **KEBONY cannot be held liable for any delays in shipping.**

5.4 Delivery shall be in accordance with Incoterms® rule and version specified in a sales order confirmation or agreed upon in writing.

5.5 The customer cannot cancel the order or refuse to receive and/or pay for the products on the grounds of late delivery.

5.6 If the delivery of the products is **postponed by the customer** for more than **30 calendar days**, KEBONY is entitled to store the products at the customer's expense, at a rate of **one percent (1%) per month** of the invoice value of the products stored, with a reservation for any other costs that may occur due to this postponement.

5.7 KEBONY reserves the right to **deliver and invoice up to ten percent (10%)**, without any adjustment to the price. The quantity delivered shall be deemed to be the quantity ordered. If additional supply of non-pricelist products is required, it shall be considered as a completely new delivery and handled accordingly in terms of pricing and time of shipment.

5.8 The customer is obligated to ensure the appropriate equipment and good accessibility of the place where the products are to be unloaded. If the customer fails to do so, the incurred costs are at the customer's expense. Furthermore, the customer ensures that they will store the products with due regard to any storage instructions supplied by KEBONY and, in any case, in safe custody with due care, considering proper and safe storage conditions.

5.9 If the order accepted by KEBONY cannot be delivered because KEBONY's supplier cannot or can no longer deliver, KEBONY shall offer the customer an alternative as soon as possible after being notified of such impediment. If the customer cannot agree to the alternative offered, KEBONY has the right to invoke the dissolution of that part of the contract that cannot be performed without the need for judicial intervention.

6. Transfer of Title

6.1 KEBONY **retains ownership rights** of any and all products supplied at any time until all sums owed for any products provided by KEBONY have been paid in full. The customer authorises KEBONY to have the products returned at the customer's expense. Furthermore, the customer authorises KEBONY, as well as any representatives appointed by KEBONY, in advance to enter the customer's premises, warehouses, land, factories, building sites, etc. in order to enable KEBONY to repossess its properties.

6.2 The risk in the products shall pass to the customer in accordance with the Incoterms® rule and version elected for the delivery.

6.3 If full payment is received before delivery, the transfer of risk occurs subsequent to the transfer of title. In such cases, KEBONY arranges for insurance to cover the risk of loss or damage to the products owned by the customer but yet to be delivered. In this scenario, KEBONY pays the insurance premium, with the customer designated as the beneficiary.

7. Quality and Warranties

7.1 KEBONY undertakes to deliver to the customer products that adhere to the specifications outlined in the Product Data Sheets issued by KEBONY at the time of delivery, and made available to the customer at www.kebony.com, or specifications agreed upon in writing, in the quantity described in the contract.

7.2 KEBONY does not guarantee that the products are suitable for the purpose the customer wishes to use them, even if KEBONY has been informed of this purpose, unless such agreement has been made in writing

7.3 For products resold 'as is' and components that KEBONY purchases from its suppliers, the quality and warranties are strictly limited to the terms granted to KEBONY by its suppliers.

7.4 All warranties are valid on the condition that Kebony installation guidelines, user maintenance guidelines, and other product documents, which are valid at the time of delivery and made available to the customer at www.kebony.com, are observed and followed during the handling, storage, installation, and use of the products. Failure to install products in accordance with KEBONY's printed instructions, good design, and installation practices, as well as general good practices, will invalidate any claim for damage or malfunctioning of the products. The same applies if the customer or any other party related to the customer uses the products for purposes it was not intended for.

8. Acceptance and Complaints

8.1 The customer bears the responsibility for inspecting the **quantity** of products upon receipt. If no complaint regarding the quantity delivered is made **within three (3) working days after receipt** of the products at their destination, the products and more specifically the quantities as set out in the shipping documents shall be considered as accepted by the customer.

8.2 The customer must lodge complaints regarding **damaged products or deviations from the specifications** with KEBONY in writing **within seven (7) working days** after the customer has received the concerned products, and in any case before the products have been used or altered. Complaints related to damage by decay are subject to the terms outlined in the **Kebody® Certificate of Warranty**, which is valid at the time of delivery and made available to the customer at www.kebody.com.

8.3 In any case, the customer has no right of complaint after the products have been planed (machined) by him and/or on his behalf.

Natural defects in the wood such as without limitation differences in wood structure, cracks, resin pockets, bark pockets, waness and knots that become visible after planing (machining) of the original Kebody product, are at the customer's risk.

8.4 If after planing (machining) of the original Kebody product suitable for planing (machining), a discolored area becomes visible indicating an insufficient treatment area (heartwood), KEBONY reserves the right to assess the risk of potential decay at its own discretion. If the discolored area does not pose a risk of decay and/or non-performance according to the product's intended function, KEBONY will confirm the conformity in writing.

8.5 If the complaint is deemed by KEBONY to be well founded, KEBONY shall, at its own option, either **re-deliver or compensate**. The compensation is fixed at a maximum of the invoice value of the part of the products for which the complaint was lodged, without the possibility of any additional compensation of any kind.

8.6 KEBONY reserves the right to inspect the products prior to any authorization by KEBONY of any replacement or compensation. From the date a claim is lodged, the claimant must take all reasonable steps to protect the products from further damage and to mitigate potential losses caused by the suspected lack of conformity.

8.7 **Complaints do not** grant the customer the right to **suspend payments**, and **set-off is expressly excluded**.

9. Return

9.1 **Returns** of products delivered in accordance with the contract **will not be accepted**, except when KEBONY finds the reason for return justifiable. Additionally, the products must be in their original packaging, and the customer must have taken care of the products in a way that prevents their value from deteriorating.

9.2 When returning the products with **prior acceptance by KEBONY**, subject to article 9.1 of these Terms, the **transportation costs and 30% of the invoice value** of the products returned to KEBONY shall be invoiced to the customer or, alternatively, withdrawn from the credit note.

9.3 Products that have been used, planed (machined) in whole or in part, damaged, or are missing packing, cannot be returned.

10. Liability and Exclusions

10.1 In no event shall KEBONY be held liable to the customer, or any third party/end-user, for any direct, indirect, special, incidental, or consequential damages. This includes damages resulting from the loss of use or profits, anticipated or otherwise, arising out of or in connection with the contract or the sale, use, or performance of any products. Such claims may be based on contract, tort (including negligence), any theory of strict liability or regulatory action, misrepresentation, restitution, or otherwise. This limitation extends to damage caused to property, economic loss, loss of profit, loss of business, or depletion of goodwill, whether arising out of or in connection with the instruments or their malfunctioning, whether at the customer's premises or elsewhere.

10.2 Damage or defects resulting from any cause other than manufacturing defects attributable to KEBONY, such as, but not limited to, movement of materials to which the products are attached, violation of instructions pursuant to article 7.4 of these Terms, incorrect design, acts of God, alterations, additions, or physical or chemical changes in the form of any products made by the customer (or any third party/end-user) shall exclude KEBONY's liability.

10.3 KEBONY only accepts liability for direct damage that results from its gross negligence or intent. Such circumstances must be evaluated by KEBONY, and the customer is required to prove them with clear and convincing evidence.

10.4 In the event of liability, this is limited to reasonable compensation for the damage suffered. In any case, the compensation is capped at the agreed price for the relevant (part) delivery (invoice value), without the possibility of additional compensation of any kind.

11. Force Majeure

11.1 A party to a contract is bound to perform its contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.

11.2 Notwithstanding article 11.1, where a party to a contract proves that:

a. the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that

b. it could not reasonably have avoided or overcome the event or its consequences,
the parties are bound, within a reasonable time of the invocation of this clause, to negotiate alternative contractual terms which reasonably allow for the consequences of the event.

11.3 Where article 11.2 applies, but alternative contractual terms are not possible, or in cases where the contract has lost all meaning or any usefulness due to the suspension caused by the event, and such terms reasonably allowing for the consequences of the event are not agreed upon by the other party to the contract as provided in that article, the party invoking this clause is entitled to terminate the contract.

12. Severance

12.1 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms.

13. Applicable Law and Disputes

13.1 All contracts between KEBONY and the customer are governed by the **laws of Norway**.

13.2 All disputes arising out of or in connection with the contract shall be subject to jurisdiction of the courts of Norway or shall be submitted to the International Court of Arbitration of the International Chamber of Commerce at the **discretion of KEBONY**.