

## Sales and delivery terms for Last Mile AS

### 1. PRICE

Price is per unit unless otherwise stated, VAT is not included. Prices are based on our suppliers' prices, current customs rates, fees, exchange rates and international commodity prices. We reserve the right to change the price without notice.

### 2. OFFER VALIDITY

Unless otherwise stated, the offer is valid for 30 days from the date of submission.

### 3. PAYMENT TERMS

Payment in advance for customers/sales abroad. For domestic sales credit is considered individually, usually 15 days. In case of late payment, interest is charged in accordance with the Act relating to Interest on Overdue Payments. The seller has a pledge /security in delivered goods until the full purchase price plus interest and costs is paid in full.

### 4. DELIVERY TERMS

The stated delivery time is based on information from our suppliers. We deliver EX Works our stock, according to incoterms 2010. Delivery address for Norwegian customers shall be in Norway. Delivery address for a customer abroad must be the customer's registered address. We disclaim liability for consequential delays from our suppliers. Delayed delivery alone does not entitle cancellation. For all orders with delivery address outside Norway, a fee of NOK 750, - will be added. This is regardless of which party booking the transport.

### 5. DELIVERY DATE

The goods are considered as delivered when it is handed over to the forwarder.

### 6. SHIPPING / PACKAGING

Last Mile calculates shipping according to actual costs including packing, packaging and shipping management. For other types than standard domestic chartering, other rates and conditions apply.

### 7. COMPLAINTS AND RETURNS

Buyer is required to check the product on arrival. The complaint must be made in writing within 10 days of receipt of the goods. Any return must be agreed in advance, see clause 10.

### 8. WARRANTY / SERVICE

The warranty period is calculated from our shipping date and is subject to our suppliers' warranty terms. The warranty does not apply if:

- a. The product has been compromised/changed/intervened without the seller's approval.
- b. Payment terms are not met
- c. The product is damaged as a result of improper treatment
- d. The product is subject to external stresses exceeding what the product is intended for.

If warranted, Last Mile is liable for compensation limited to the purchase price of the product.

## 9. RESPONSIBILITY

Last Mile disclaims liability for direct or indirect financial loss which may result from defective or delayed delivery. However, this does not apply in cases where Last Mile intentionally or grossly negligently caused the default. In such cases however, liability shall be limited to the purchase price of the defective / delayed product.

## 10. CANCELLATION / RETURN

Binding purchase agreement is entered when we have confirmed the customer's order or have accepted the received order. The agreement can only be changed with our permission, after it is also accepted by our supplier. If products are to be returned, this must be agreed in each case according to the following guidelines:

- a. Error deliveries are credited with 100% of the invoice amount.
- b. Return of normal stock item where failure is not due to Last Mile and return is approved, will be credited with 70% of invoice amount.
- c. Products that are not stocked or specially made or manufactured for the customer cannot be returned.
- d. All returns except in clause 10 a. are at the buyer's expense and risk

An RMA number issued by Last Mile shall always follow the shipment. Products/items that are not complete and packaged in original packaging cannot be returned. Returned products must be enclosed with a copy of the invoice or package leaflet and bear the name of our contact person who has approved the return.

## 11. DISPUTE

In case of a dispute, Asker & Bærum is appointed as a court of law.

## 12. EE WASTE

We advise our customers that EE waste should not be thrown away with other waste, but instead either be delivered to us or delivered by separate return arrangements and that such waste is free to deliver.