

MAPEI'S GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY AS AT 1 APRIL 2020

1.0 GENERAL

- 1.1 In the following terms and conditions, the term "Vendor" is used for the company Mapei AS, while "Buyer" is used to designate Mapei's customer.
- 1.2 These general terms and conditions of sale and delivery apply to all deliveries from the Vendor to the Buyer, unless otherwise agreed in writing or pursuant to law. The Buyer's own terms and conditions will therefore not be binding on the Vendor unless otherwise agreed in writing. By ordering and receiving the goods, the Buyer is deemed to have accepted the Vendor's terms and conditions of sale and delivery.

2.0 PRICES

- 2.1 An order is placed at the Vendor's recommended sales price in accordance with the price list in effect on the date the order was placed, unless another price has been agreed in writing.
- 2.2 The Vendor reserves the right to adjust its prices in accordance with the authorities' provisions if changes occur before the order is placed. The same applies in the event of increased costs for the company deriving from higher raw materials prices, changes in exchange rates, natural disasters, epidemics, war, fire, strikes, lockouts or other force majeure events.
- 2.3 When ordering special products, special packaging sizes, volumes lower than the minimum, special colours, etc., the price must be agreed separately in each individual case. The Vendor reserves the right to set a minimum production quantity for certain special order items.
- 2.4 The Vendor's offer is valid for thirty – 30 – days, unless otherwise agreed in writing.
- 2.5 Prices are to be understood as exclusive of VAT.
- 2.6 The issue of a paper invoice will incur an invoicing charge of NOK 50.
- 2.7 Orders amounting to less than NOK 5,000 excl. VAT will incur a small-order charge of NOK 500.

3.0 DELIVERY

- 3.1 Prices stated in this price list are to be understood as being at Incoterms "Free Carrier" (FCA) the Vendor's factory in Sagstua, Nord-Odal, Norway. Carriage takes place at the Buyer's risk and cost, unless otherwise agreed in writing. The Vendor takes out insurance only at the instruction of the Buyer and at the Buyer's cost. The Buyer is responsible for ensuring that safe delivery is possible, including ensuring that the place of receipt (silos, tanks, warehouses, etc.) is adequately and appropriately secured and labelled. The Buyer is responsible for ensuring that its own hauliers have the correct resources for the carriage of hazardous goods, and that goods labelled as hot goods are not exposed to temperatures below +5 °C.
- 3.2 Goods are delivered in the Vendor's standard qualities. Prices include packaging, unless otherwise specified. The Vendor reserves the right to change its product range and packaging sizes as required. The Vendor does not take back empty packaging. In connection with the delivery of special order items or specially manufactured products, the Vendor is entitled to deliver up to 10 per cent more or less than the agreed quantity.
- 3.3 The delivery date will be confirmed when the order is placed or upon enquiry. Orders to be dispatched the following day must be received by our Customer Service Department no later than 2 p.m. The delivery time for special order items will be agreed in each individual case.

4.0 DELAYS

- 4.1 The specified delivery time applies from the Vendor's factory in Sagstua, unless otherwise agreed in writing. A delay is deemed to exist if the item is not delivered by the delivery time specified in the offer concerned or the date specified in the written order confirmation or other agreement. In the event of any discrepancy between the offer and the order confirmation, the order confirmation prevails. The delivery time may be extended if the delay is due to circumstances on the Buyer's side, or to circumstances that the Vendor has no control over, including late delivery from the producer or subcontractor. If the Vendor is unable to meet the

agreed delivery time or when a delay on the Vendor's part is deemed likely, the Vendor must notify the Buyer as soon as possible. At the same time, the Vendor must, as soon as possible, give notice of an expected new delivery time.

If the Buyer considers that the delivery is late, the Buyer must send the Vendor a written complaint without undue delay and no later than five days after the delivery was received.

- 4.2 If the Vendor does not effect delivery by the expected new delivery time and the delay is material, the Buyer may terminate the agreement for non-delivery of goods if the Vendor is notified in writing without undue delay. If the delay is not material, the Buyer is not entitled to cancel the order unless the Buyer has reserved this right in writing and this reservation has been accepted by the Vendor.
- 4.3 The Vendor is not liable for any losses the Buyer might incur as a result of late delivery, unless the delay is material and the Vendor has acted negligently. If the Buyer suffers a loss as a result of such material delay in delivery, the Buyer may claim compensation, unless the Vendor substantiates that the delay in delivery is due to circumstances beyond the Vendor's control. The Vendor's liability for damages does not cover indirect losses (including lost profit or goodwill, loss resulting from reduced or lost production or sales revenue, or loss resulting from the Buyer not being able to use the item as intended), and is, in all circumstances, limited to the value of the item concerned.
- 4.4 Under no circumstances is the Vendor liable for delays resulting from natural disasters, epidemics, war, fire, strikes, lockouts or other force majeure events that hamper the Vendor's timely delivery or that make timely delivery unreasonably burdensome.

5.0 PAYMENT

- 5.1 Payment shall take place no later than ten days from the invoice date, unless otherwise agreed in writing. Once the due date for payment has passed and for as long as the credit is overdrawn, interest is calculated in accordance with the Norwegian Interest on Overdue Payments Act. Payment is deemed to have taken place at the correct time when the amount has been debited from the Buyer's account by the close of the due date for payment.
- 5.2 The Buyer is not entitled to resell the goods before they have been paid for. The Vendor retains a lien on the delivered goods until the purchase price, with the addition of any interest and costs, has been paid, see section 3-14 et seq. of the Norwegian Mortgage Act.
- 5.3 The Vendor may ask the Buyer for a bank guarantee if the Buyer has not been granted the necessary credit terms. If the Vendor finds that the Buyer is no longer creditworthy, the Vendor is entitled to immediately declare all receivables from the Buyer to have fallen due for payment and demand payment of the same forthwith.

6.0 RETURNS

- 6.1 Returns are accepted only when agreed in writing in advance, and with carriage paid to Mapei Sagstua. The return of special order items will not normally be accepted.
- 6.2 The return of goods delivered more than 60 days since will not normally be accepted. Goods returned without prior written approval will not be refunded.
- 6.3 When a return has been agreed, merchantable items are refunded at the following rates: Less than 30 days from the invoice date at 80 per cent of the invoiced price. Less than 60 days from the invoice date at 60 per cent of the invoiced price. The Buyer pays the carriage costs for returns. Returned goods must be approved by the Vendor's production control system and meet the requirements of the Vendor's enterprise management system before a refund is issued. A destruction charge will be levied on goods (including packaging) that are not approved. In addition, a charge of NOK 1,000 will be levied for handling and transport to the destruction facility.

SCHEDULE OF DESTRUCTION CHARGES:

Unmerchantable pallet tanks/IBCs	NOK 850.00 per item (Any contents will also incur a destruction charge per kg)
Unmerchantable/damaged pallets	NOK 20.00 per item
Grouting	NOK 20.00 per kg

Paint, glue/varnish (low-viscosity)	NOK 25.00 per kg
Isocyanates	NOK 35.00 per kg
Metal packaging	NOK 10.00 per kg
Plastic packaging	NOK 10.00 per kg
Mortar	NOK 2.00 per kg
Additives (liquid)	NOK 28.00 per kg

7.0 DEFECTS

- 7.1 The Vendor's products are supplied in accordance with the specifications and with the properties detailed on the product's packaging or technical data sheet, unless otherwise agreed in writing. If the delivered goods do not meet the specifications, a defect exists. The Buyer is responsible for ensuring that the goods ordered are suitable for their intended purpose.
- 7.2 The Buyer has a duty to inspect the goods and must submit a claim in writing immediately and no later than five days after taking receipt if the goods deviate from the specification in a way that should have been discovered in connection with the Buyer's goods-inwards verification process. Upon receipt, transport damage or discrepancies in the number of packages or volumes must be noted on the bill of lading, other transport document or delivery note if a claim is to be made. The Buyer must document and provide evidence of such damage or defects to the haulier concerned. If it is not possible to identify a deviation from specifications until the delivery has been put to use, a claim must be submitted in writing without undue delay from the day on which the defect should have been discovered and no later than 14 days after the delivery was put to use. Under no circumstances may a claim for defect be submitted more than one year after delivery has taken place. The Vendor allows claims to be submitted electronically via its website www.mapei.no in the menu item "[Customer Service](#)". An explanation of the claims process is also presented there. The Buyer undertakes to return the defective goods when the Vendor so demands. The Buyer undertakes to take care of the defectively delivered goods in such a way as to prevent their deterioration until such time as they are returned.
- 7.3 The Vendor's liability does not extend to defects attributable to causes arising after the risk has been transferred to the Buyer. For example, the Vendor's liability does not extend to defects caused by conditions of use deviating from those presumed, or by incorrect or unusual application of or substrate for the product in question. Nor does it extend to defects due to poor maintenance, inadequate storage or incorrect assembly on the part of the Buyer, or repairs that the Buyer has performed incorrectly. Finally, the Vendor's liability does not cover normal wear and tear.
- 7.4 If there is a defect, see section 7.1, about which the Buyer submits a claim, the Vendor has a duty to correct the defect or supply an item free of flaws and faults at no additional cost to the Buyer. With respect to ordinary defects, the Buyer is not entitled to submit a claim for any remedy other than correction or redelivery.
- 7.5 If the defect is material, the Buyer is entitled to terminate the agreement. Such termination may not take place unless the Buyer gives the Vendor notice of termination within a reasonable period of time after the Buyer became or should have become aware of the defect. If the Buyer suffers a loss as a result of the defect in the item, the Buyer may claim compensation, unless the Vendor substantiates that the defect is due to circumstances beyond the Vendor's control. The Vendor's liability for damages does not cover indirect losses (including lost profit or goodwill, loss resulting from reduced or lost production or sales revenue, or loss resulting from the Buyer not being able to use the item as intended), and is, in all circumstances, limited to the value of the item concerned.
- 7.6 The specified information, i.e. technical specifications, instructions for use, written or oral expert advice, etc., is given in good faith, based on practical experience and tests performed under local conditions, and must be considered as guidance to customers in relation to the choice of product and working method. The Vendor accepts no liability for assistance given to the Buyer on a consulting basis, unless the Vendor has, explicitly and in writing, assumed such liability, and only if any loss caused by such assistance is due to negligence on the part of the Vendor or someone the Vendor answers for.
- 7.7 The party claiming a breach of contract or other matter giving rise to liability has a duty to undertake all measures necessary to limit the scope of the damage, provided that this may be achieved without substantial cost. If this is not done, the party in breach may demand a reduction in the amount of compensation payable.

7.8 In the event of a strike, lockout, industrial incident, war, natural disaster, epidemic or other force majeure event, the Vendor is relieved of any liability for compensation resulting from defective delivery if the defect is due to the force majeure event.

8.0 LENDING/LEASING

8.1 The lending or leasing of equipment must be agreed in writing in advance. The leasing term is calculated from and including the date on which the equipment is collected by or sent to the Buyer to and including the date on which it is returned to / arrives at the Vendor's warehouse.

8.2 The Vendor is responsible for ensuring that the equipment is in good working order when it is handed over. The Buyer is responsible for making a note of any defects when the equipment is initially handed over and shall return it in the same condition as it was received. Costs relating to incorrect use of the equipment will be charged to the Buyer. Similarly, the Buyer will be charged for any costs relating to cleaning/repair after the equipment has been returned. The Vendor is not liable for any faults/stoppages that arise while the equipment is being used by the Buyer.

8.3 The lessee is not entitled to lend the equipment to any third party, and remains fully liable for the equipment until it is returned to the lessor's warehouse.

9.0 CARRIAGE COSTS, FEES AND CHARGES RELATING TO SALES AND DELIVERY

9.1 All prices are stated exclusive of VAT.

9.2 Express production, i.e. production requiring interruption of the production schedule or overtime, is charged at the rate of NOK 10,000 for day 1, NOK 6,000 for day 2 and NOK 5,000 for day 3.

9.3 Goods are generally delivered shrink-wrapped on a standard A-quality EUR-pallet. Shrink-wrapped EUR-pallets are generally charged at the rate of NOK 130 per piece. When returned carriage paid, approved A-quality EUR-pallets are refunded at the rate of NOK 95 per piece. Each return consignment of EUR-pallets may contain no more than 20 pieces.

9.4 IBCs are charged at NOK 1,400 per piece. When returned carriage paid, undamaged and empty IBCs are refunded at the rate of NOK 1,100 per piece. Damaged IBCs and IBCs with contents that must be destroyed are not refunded and a destruction charge will be levied. See section 6.3.

9.5 The Vendor can offer appropriate carriage solutions from the factory in accordance with the Vendor's prevailing table of carriage costs, available from the Vendor's website. See the Vendor's website for up-to-date rates for ADR goods, temperature-controlled transport and other relevant surcharges.

9.6 An administration charge of NOK 300 per consignment will be levied on specially agreed express deliveries. A cancellation fee of NOK 500 will be charged when an order is cancelled after the goods have been packed and readied for dispatch.

10.0 DISPUTES

10.1 Disputes are regulated in accordance with Norwegian law and with Oslo District Court as the agreed legal venue.