

## DEFINITIONS

### Seller

Wenaas Workwear NL B.V., Barnsteen 400, 3316 KK Dordrecht, Netherlands

### Buyer

The individual buyer of commodities and services.

- 1 **Purpose and scope**
  - 1.1 **Purpose and priority**

Seller will supply to Buyer the items ordered by Buyer, cf. article 3 below.
  - 1.2 **Geographical scope**

The General Terms of Sale applies to the Seller location(s) listed above unless otherwise is stated in the individual agreement with Buyer or an order confirmation.
- 2 **Product range and volume limit**
  - 2.1 **Product range**

The items offered by Seller appear from the current price list available at any time. On request the price list may be sent to the customer and/or made available on Seller's web portal. Seller has the right to change Seller's range of products. Seller reserves the right to replace individual items by other items. Seller may at any time remove products from the assortment.
  - 2.2 **Forecast**

Buyer and Seller shall together prepare a forecast on the expected purchase of products. The parties may jointly revise this forecast. Buyer has an obligation to inform Seller immediately of any circumstance impacting on the agreed volume.
- 3 **Order – Delivery – Receipt of goods - Complaints**
  - 3.1 **Order**

Orders shall preferably be placed through WEB shop (WMS). Should this service be unavailable, whatever the reason, Buyer may use an order form and submit by e-mail.

Seller's commitment to supply the products to Buyer at the prices and terms and conditions arises only upon Seller's provision of an order confirmation to Buyer. Buyer can submit a change order before Seller's order confirmation has been sent. Seller has no obligation to accept change orders submitted after receipt of Seller's order confirmation. Should Seller accept such change order, Seller may, if the order is reduced, demand reimbursement of all his extra expenses relating to the change. This provision does not apply if Buyer and Seller have agreed that Seller is not to send an order confirmation.
  - 3.2 **Delivery**

Terms of delivery are in accordance with the price list valid at any time. If time of delivery has not been agreed, the items will be sent to Buyer on the date stated in the order confirmation and to the place of delivery indicated by Buyer in the order. Delivery shall be made, and transfer of risk shall take place Ex Works (INCOTERMS 2020) at Seller's location listed above or otherwise specified in the applicable order confirmation. Seller has thus no liability for damage to the items or potential damage caused by the items after delivery to Buyer/carrier. Outbound shipping will be invoiced.
  - 3.3 **Acceptance check**

Buyer shall immediately after receipt check whether items are in compliance with the order or whether they have any faults or defects. Buyer shall immediately verify whether items have been damaged during transport (if Seller has undertaken such transport) or in connection with delivery.
  - 3.4 **Bespoke articles**

In addition to the standard range of products, Seller may provide and hold in stock products on behalf of Buyer according to agreement, on the condition that Seller accepts Buyer's proposed annual volume of such special articles and/or bespoke articles.

Special articles are articles that are not part of Seller's range of products. Bespoke articles are articles that have been specially manufactured and/or adjusted with basis in agreement with Buyer.

If the parties have agreed that Seller will keep stocks of Special articles and/or Bespoke articles, Buyer is responsible for buying out such Special articles and/or Bespoke articles if Buyer no longer orders such items, or when they are replaced by different products. Buyouts shall take place latest within 6 months. The same applies if Buyer's annual withdrawals of such Special articles and/or Bespoke articles are lower than the minimum volume agreed to in the Commercial Terms. Buyer's buyouts of such Special articles and/or Bespoke articles shall take place latest 30 days after expiry of the Agreement.
  - 3.5 **Request items**

Request items are products that are not part of Seller's standard product range and which must be ordered from a third party. Terms and conditions relating to request items are stated in separate regulations. Request items are not carried in stock.

- 3.6 **Complaints**

Complaints owing to faults or defects must be filed without delay after Buyer became aware of or should have been aware of the fault or defect, and latest within 14 days after receipt of the items.

Complaints must be made in writing and must be submitted to Seller's business address such as stated in the order. If Customer does not observe this deadline, he loses the right to invoke the defect.
- 4 **Return arrangement**
  - 4.1 **Return arrangements**

Items may not be returned without prior agreement with Seller. Seller is under no obligation to accept such return. A return report must accompany the returned consignment, explaining the reason for the return and documenting the advance agreement.

Upon approved return of items/products that have not been opened/used, Seller shall credit Buyer 80 % of invoiced value. Buyer pays for transport to Seller's warehouse or another agreed place.

Returns of incorrect orders placed by Buyer are payable by Buyer. Products carrying a logo may not be returned under any circumstances. In the event of Seller's misdelivery of items, transport costs relating to the returns are payable by Seller.
- 5 **Quality – Documentation – Defects**
  - 5.1 **Quality requirements**

Unless otherwise agreed, all items/deliveries shall have quality and tolerance as prescribed by regulatory requirements in law and regulations, and the current Norwegian Standard applying to the product group comprised by the delivery.
  - 5.2 **Defects**

The item has a defect if it is not in compliance with the requirements stated in the agreement between Seller and Buyer or does not satisfy the requirements in item 5.1 above.

Buyer is responsible for the use of items and for ensuring that the items are suitable for the use intended by Buyer. Even if items are unsuitable for the purpose intended by Buyer it does not signify that they have defects.
  - 5.3 **Buyer's rights in the event of delays/ defects**

**Right to retain possession**

In the event of delayed delivery or defects, Buyer has only right to retain the portion of purchase price which is necessary in order for Buyer to cover his claim. Buyer has no right to set off any amount in the purchase price against any other claims that Buyer alleges to have against Seller.

**Compensation**

If Seller breaches his obligations under this agreement, Buyer may demand compensation for his direct losses. Indirect losses are not compensated. Seller's liability is in any case limited to 30% of the items' purchase price according to the individual purchase order.
- 6 **Price – Payment - Invoicing**
  - 6.1 **Prices**

Prices are according to the price list valid at any time.

All prices are stated exclusive of VAT (MVA). In invoices to Buyer value added tax will be added to the price.
  - 6.2 **VAS services (Value Added Services)**

Seller has an opportunity to perform VAS services (VAS) for Buyer. These services must be requisitioned separately by Buyer and are invoiced with basis in the current price list at any time.
  - 6.3 **Invoicing**

Seller sends invoice upon dispatch of products connected to the individual order. Invoicing costs are covered by Buyer.
  - 6.4 **Terms of payment**

Terms of payment: 10 days net, unless otherwise appears from the invoice issued by Seller under 6.3.

Seller may under this agreement demand that Buyer furnish reasonable security in the form of a bank guarantee. The size of guarantee shall reflect Buyer's anticipated purchase volume and Seller's appurtenant risk.
  - 6.5 **Delayed payment / retention of ownership / *len***

In the event of Buyer's delayed payment of the purchase price, including any applicable interest and expenses, penalty interest shall be charged at the applicable rate determined by the EU's directive on late payment.

Seller may demand compensation for losses resulting from Buyer's lack of payment of the purchase price, including interest and other expenses. Delivered items remain Seller's property until the purchase price, including interest and expenses, has been paid in its entirety. Seller has a lien in the sold items until the purchase price, plus interest and expenses, has been paid in its entirety.

#### 6.6 Price adjustments

Buyer acknowledges that prices may be subject to potential changes, attributable to various input factors, including but not limited to fluctuations in exchange rates, alterations in production costs, adjustments in transportation expenses, modifications in customs and duties, and variations in vendor prices. As such, Seller reserves the right to periodically update the price list and change prices.

### 7 Logo – transfer

#### 7.1 Stocking of logos.

Transfer labels/logos held in stock are purchased by Buyer and are Buyer's property. Customer is invoiced for the number of logos ordered and held in stock. Seller will invoice Buyer for these orders in advance. The cost of attaching logos is according to the current price list. Min-max inventory of logos is defined where automatic re-ordering of logos has been agreed.

### 8 Cancellation and termination

#### 8.1 Cancellation by material breach

Both parties have the right to cancel purchases of items under these General Terms of Sale when the other party commits material breach of his obligations, or it is clear that material breach will occur, and the matter after a written notification has not been corrected within a reasonable deadline set by the party who lays claim to cancellation. Such reasonable deadline will under no circumstance exceed 60 days.

#### 8.2 Cancellation – implementation

Notification on cancellation under 8.1 shall be sent in writing to the other party. Unless otherwise stated in the notification, the cancellation shall apply from the date of the notification. The parties shall within one (1) week after notification of cancellation has been received, hold a meeting at Buyer to agree further on how the cancellation is to be implemented. The party on whom direct costs have been inflicted owing to the other party's gross breach of obligation, may demand compensation for the inflicted costs. Such costs must be documentable.

#### 8.3 Right of termination

Either Party may terminate the Agreement by providing written notice to the other Party in the event of a material breach that remains uncured for a period of 30 days following written notice of such breach.

Seller may terminate the Agreement if Buyer is declared bankrupt, regardless of whether this is voluntary or involuntary, for a different purpose than merger or restructuring while Buyer is solvent, or initiates debt negotiations, or a trust is appointed for all or some part of his

assets, or he initiates or is subject to any similar process because of debt. Seller may claim any loss, any cost and any expense that may arise as result of Buyer's material breach of this Agreement. Notification of termination shall be sent in writing to the other party. Unless otherwise stated in the notification, the termination shall apply from the date of notification.

#### 9.0 Assignment

Under these terms of sale none of the parties may assign their rights and obligations relating to the purchase of commodities to a different party, unless a written consent to such assignment has been obtained prior to the assignment. Seller may freely assign his rights and obligations relating to the purchase of items under these General Terms of Sale to a different company belonging to the same group as Seller.

#### 10.0 Force Majeure

Should an extraordinary situation lying outside the parties' control occur, which must be considered as force majeure, (such as, but not limited to strike and lock-out) the other party must be notified about this soonest possible. The affected Party's obligations are suspended for as long as the extraordinary situation lasts. The other Party's quid pro quo is suspended during the same period.

#### 11.0 Confidentiality and IPR

The Parties acknowledge and agree that any information exchanged between them during the Agreement term, including but not limited to trade secrets, business plans, financial data, and customer lists, shall be treated as confidential ("Confidential Information"). The Receiving Party undertakes to use the Confidential Information solely for the purpose of fulfilling its obligations under the supply agreement and to maintain its confidentiality. The Receiving Party shall take reasonable measures to protect the Confidential Information, restrict access to authorized personnel, and promptly notify the Disclosing Party of any unauthorized disclosure or misuse. Exceptions to confidentiality include pre-existing knowledge, public availability, information obtained from a third party without breach of confidentiality, independent development, and legal requirements. This clause remains in effect for the duration of the supply agreement and survives its termination.

All intangible rights, including brands, copyright, and business secrets relating to items belong to Seller, and Buyer receives no rights to Seller's intangible rights by virtue of this Agreement.

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#### 12.1 Legislation

The General Terms of Sale and the entire Agreement between the Parties shall be governed by Norwegian law. Any dispute shall be brought before the ordinary courts of law, with Oslo City Court as legal venue.

#### 12.2 Amendments to terms and conditions

Buyer agrees that it may become necessary to make amendment to the terms and conditions of these General Terms of Sale. Seller has the right to make such amendments. General Terms of Sale will be published on [www.wenaas.com](http://www.wenaas.com).