

## Fluimix – General Terms of Sale (Goods)

### 1. Scope and Order of Precedence

These *General Terms of Sale (Goods)* shall apply exclusively to all goods supplied by Fluimix Limited (UK) and Fluimix AS (Norway). The following order of precedence shall apply to all Fluimix deliveries:

- (a) Fluimix's Order Confirmation
- (b) Fluimix's last valid offer
- (c) Fluimix – *General Terms of Sale (Goods)*

### 2. General Obligation

Fluimix shall deliver according to the quoted specifications, price, and technical scope provided in Fluimix's last offer before the Purchase Order.

### 3. Order Confirmation

By placing a Purchase Order the Buyer accepts the latest offer provided by Fluimix and these *General Terms of Sales (Goods)*. The Buyer accepts the risk of deviations, price increases and delays, if the Purchase Order is not consistent with the offer from Fluimix.

### 4. Price

The price shall remain fixed and firm, except in the case of a variation to the order caused by the Buyer. The cost and schedule impacts for variations requested by the Buyer will be provided to the Buyer for acceptance before proceeding with the change.

### 5. Progress and Delay

Fluimix shall maintain progress to achieve the agreed delivery date and report progress on a mutually agreed basis. Any actual delays or expected delays shall be notified.

In case of delay, the Buyer shall be entitled to liquidated damages at 0,25% of the Original Purchase Price per complete week of delay, maximum of 5% of the Original Purchase Price.

Liquidated damages are the sole remedy for delay and must be notified within 10 business days of the EXW notification date. Thereafter the right to compensation under this Article 5 shall cease and the Buyer has accepted the delay.

### 6. Delivery and Payment

The delivery date shall always be the date the goods are notified as being ready (EXW), irrespective of any different Incoterm or milestone agreement stating otherwise.

The goods will only be released when at least 90% of the Purchase Price is paid, unless the Buyer has provided security against any outstanding amounts. Fluimix retains full title in the goods until they are paid for in full.

### 7. Termination and Cancellation

In case the order is terminated or cancelled within 2 weeks of the Purchase Order date the Buyer shall compensate Fluimix for all documented costs incurred, plus 20% of the Purchase Order Price, limited to the value of the Purchase Order. After 2 weeks of the order date the full Purchase Price must be paid.

### 8. Defects and Warranty

Fluimix's standard warranty is 12 months after delivery (EXW). An extended warranty can be quoted upon request.

Fluimix's warranty covers the cost to repair or replace the defective part or parts, but excludes the following:

- If required, the cost to transport the defective part to a suitable workshop where the work can be performed.
- Normal wear and tear, and all wear parts.
- Defects due to failure to follow proper procedures and manuals.
- Defects caused by process conditions not notified prior to the offer from Fluimix.
- Any costs incurred by Buyer due to the defect.

Any work or modifications performed on the goods by the Buyer or third parties without agreement shall be solely at Buyer's risk and shall void the warranty in full. This Article 8 is the full extent of Fluimix's liability in case of defects and warranty claims.

### 9. Invoicing

Invoices shall be paid within 30 days of the invoice date according to any agreed milestone plan. Late payments will be compensated at 8% above the European Central Bank's reference rate, plus 100 EURO administration cost per invoice.

If no milestone plan is agreed, 30% will be invoiced at Order Confirmation, 30% when main materials are ordered, 30% when the goods are notified as ready for testing, and 10% when the goods are ready for delivery (EXW).

### 10. Limitation of Liability

Irrespective of cause, Fluimix's cumulative liability towards the Buyer, including Article 8, shall be limited to 15% of the Original Purchase Price.

Fluimix shall not be liable, in any case, for any indirect or consequential damages (which includes loss of profits). Buyer hereby waives the right to bring any further claims, whether under contract, law or equity, than those specified in Articles 5 and 8.

### 11. Jurisdiction and Dispute Resolution

All goods supplied by Fluimix are subject to the exclusive jurisdiction of Norway.

**Fast-track arbitration:** "Any dispute arising out of this contract, or other contracts resulting from it, shall be finally settled by Fast-track Arbitration pursuant to the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time". The decision shall be binding on both parties.

### 12. Entire Agreement

Fluimix's offer, these *General Terms of Sale (Goods)* the Order Confirmation provided by Fluimix shall form the entire agreement between the Parties. All other documents, communications, and agreements prior to the Order Confirmation shall be excluded.