



## 1. Scope and Order of Precedence

These General Terms of Sale (Goods) shall apply exclusively to all goods supplied by Fluimix AS (Norway) and Fluimix AS FZCO (UAE).

The following order of precedence shall apply to all Fluimix deliveries:

- a) Fluimix Order Confirmation
- b) Fluimix 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 last offer before the Purchase Order. Any deviations to specifications will be identified in the offer.

## 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 and stated deviations 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 0.5% of the Original Purchase Price per complete week of delay, to a 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 for delay 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 Purchase Order (or Letter of Intent) is terminated or cancelled, then 20% of the Price shall be payable as compensation for each complete week from the date of Purchase Order (or Letter of Intent). Accordingly after 5 weeks, 100% of the Purchase Price shall be payable for Termination or Cancellation.

## 8. Defects and Warranty

Fluimix standard warranty is 12 months after delivery (EXW). An extended warranty can be quoted upon request. Fluimix 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, or lack of site maintenance.
- 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 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. If no milestone plan is agreed, the following shall apply:

- 30% at Purchase Order
- 30% when all main materials orders are placed (pump, sampler, junction boxes, and fabrication order).
- 30% at notification of readiness for FAT.
- 10% when the goods are ready to ship EXW.

All spare parts orders are subject to standard terms of 100% at order placement.

## 10. Limitation of Liability

Irrespective of cause, Fluimix 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 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 issued by Fluimix in response to a Purchase Order shall be excluded.

If Buyer does not raise any objection or comment to these terms and conditions, which are provided with Fluimix Offer and referenced in the Order Confirmation, then they shall be binding on the Parties and Fluimix shall proceed with the contract accordingly.