

GENERAL CONDITIONS OF SALE

1. APPLICATION

1.1 In these General Conditions of Sale (“**Conditions**”), “**Buyer**” means the party who issues an order for purchase of goods (“**Goods**”), “**RPC Sæplast**” means the RPC Sæplast entity that confirms an order and will act as supplier, and “**Contract**” means an agreement for the sale of Goods between RPC Sæplast and Buyer.

1.2 The Conditions apply to any Contract save as expressly agreed in writing by the parties.

1.3 If the parties have agreed in writing to additional or deviating terms in an order confirmation, sales agreement or otherwise, the additional or deviating terms shall prevail over these Conditions.

1.4 All other terms and conditions, whether express or implied, including Buyer’s standard terms, are explicitly rejected.

1.5 The conditions apply to lower class, second hand or used goods (“**Secondary Goods**”) except that Secondary Goods are sold on an “AS IS” basis and RPC Sæplast accepts no liability for defects in Secondary Goods. Buyer acknowledges that RPC Sæplast does not give any warranties as to the quality of Secondary Goods, including that but limited that alternative (iii) in clause 5.1 shall not apply, and that this is reflected in the purchase price.

2. QUOTATIONS, ORDERS AND ORDER CONFIRMATION

2.1 All quotations/offers provided by RPC Sæplast to Buyer for the supply of Goods:

(a) are based upon the cost of materials, utilities, transport and labour current at the date of the quotation;

(b) are subject to these Conditions; and

(c) are valid for 30 days from the date of the quotation unless otherwise notified in writing by RPC Sæplast.

2.2 An order for Goods placed by Buyer is considered an offer to purchase Goods subject to these Conditions. Buyer shall ensure that the details included in an order are complete and accurate in all respects.

2.3 A Contract is binding between the parties when RPC Sæplast issues a written order confirmation or delivers the Goods.

3. PURCHASE PRICE, DELIVERY, EXAMINATION

3.1 All prices quoted are net of value added tax and all other taxes or duties.

3.2 The Goods are delivered Ex- Works from RPC Sæplast’s premises or as specified on the order confirmation. Delivery terms shall if relevant be interpreted in accordance with Incoterms 2010.

3.3 In the absence of any agreed delivery schedule, delivery shall take place on the date confirmed or notified by RPC Sæplast to Buyer. The delivery dates are indicative only unless expressly agreed otherwise. If RPC Sæplast becomes aware that Goods will be delivered later than an estimated delivery date, it shall notify Buyer without undue delay.

3.4 The Goods may be delivered in instalments.

3.5 Any claim due to delay is in any event limited (i) in accordance with clause 7 and (ii) to delays that are material.

3.6 Buyer shall as soon as possible after delivery thoroughly examine the Goods in accordance with good local practice to ensure that the Goods are in accordance with the agreed quantity, quality and specifications.

3.7 Buyer shall notify RPC Sæplast within five (5) business days after delivery of incorrect delivery or defects discovered during the examination.

4. RISK AND OWNERSHIP TO THE GOODS

4.1 Risk of damage to, or loss of, the Goods shall pass to Buyer at the time of delivery, ref cl 3.2.

4.2 RPC Sæplast retains title to the Goods to the extent permitted by law until, and ownership will pass to Buyer when, the purchase price has been paid in full.

4.3 Until ownership to the Goods passes to Buyer, Buyer shall:

(a) Ensure that the Goods are identified and marked as belonging to RPC Sæplast,

(b) Upon RPC Sæplast’s request provide information about the whereabouts of the Goods,

(c) Allow RPC Sæplast or a third party appointed by RPC Sæplast access to inspect the Goods, and

(d) Not without RPC Sæplast’s prior consent sell, pledge or otherwise encumber the Goods.

4.4 Upon Buyer’s breach of contract, RPC Sæplast is entitled to collect the Goods without prior notice, and Buyer shall allow or arrange, as the case may be, access for RPC Sæplast to collect the Goods from Buyer’s or third party’s premises.

4.5 If RPC Sæplast regains possession of the Goods, it shall reimburse Buyer for any part of the purchase price that Buyer has paid, provided that RPC Sæplast is entitled to deduct, as compensation for Buyer’s use of the Goods, 20% of the purchase price for each year (or part of the year) that has passed since the delivery of the Goods to Buyer. If Buyer has not paid anything then RPC Sæplast will have a claim against Buyer for 30% of the purchase price.

5. WARRANTIES AND EXCLUSION OF WARRANTIES

5.1 RPC Sæplast warrants that (i) it has title to and unencumbered right to sell the Goods, and (ii) the Goods on the date of delivery will conform in all material respects to specifications agreed by Contract and (iii) the Goods has been manufactured in a normal quality in respect of materials and workmanship.

5.2 RPC Sæplast’s obligation to remedy a defect is always subject to Buyer having given written notice of the defect without undue delay and within five (5) business days after the appearance of the defect. Further, any claim is subject to a warranty limitation period of 12 months from the date of delivery of the Goods.

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5.3 All other conditions and warranties than those set out above, express or implied, statutory or otherwise, including without limitation as to quality, description or performance, fitness for a particular purpose or merchantability, are hereby excluded to the fullest extent permitted by law.

5.4 Any product information and directions on RPC Sæplast's website, brochures, catalogues, price lists, technical publications and similar are not warranted.

6. DEFECTS AND CLAIMS

6.1 In the event that delivered Goods or any part hereof are defective (not in compliance with the Contract), and RPC Sæplast is liable for the defect, RPC Sæplast shall remedy the defect and may at its option

- (a) reduce the purchase price proportionally, or
- (b) cancel the Contract and return the purchase price or credit the invoiced value, as the case may be, to Buyer, or
- (c) repair the Goods, or
- (d) deliver substitute Goods.

RPC Sæplast shall inform Buyer of the chosen method without undue delay.

6.2 RPC Sæplast's obligation to provide remedy for a defect does not cover defects in or damage to the Goods which are due to improper handling, misuse, neglect, attempts of repair by someone not approved by RPC Sæplast or any other cause other than ordinary commercial application. Further, normal wear and tear does not provide Buyer with a right to make warranty claims.

6.3 Buyer shall not return defective Goods except by agreement with RPC Sæplast.

6.4 Any repaired or substitute Goods shall be delivered to Buyer as soon as practically possible to the original point of delivery in accordance with and subject to these Conditions.

6.5 Any further claims due to defective Goods are limited in accordance with clause 7.

7. LIMITATION OF LIABILITY

7.1 RPC Sæplast's entire liability to Buyer, whether in contract (including under any indemnity, warranty or breach), tort (including negligence), misrepresentation, equity, breach of statutory duty, strict liability or otherwise at law), shall

- (a) be limited to the price of the Goods specified in the Contract and paid by Buyer, and
- (b) not include loss of profit, business, goodwill, contracts, revenues or anticipated savings, costs associated with a product recall, loss or damage suffered by Buyer as a result of an action brought by a third party, or any indirect or consequential loss, damage or expenses of any nature.

7.2 RPC Sæplast does not exclude or limit any liability for:

- (a) death or personal injury resulting from its gross negligence or wilful misconduct; or
- (b) fraudulent or dishonest misrepresentation; or
- (c) statutory product liability and any other liability to the extent the same cannot be excluded or limited by law.

7.3 The limitations of RPC Sæplast's liability set out herein is reflected in the agreed purchase price of the Goods.

7.4 In the case that Buyer's customer raises a claim directly against RPC Sæplast, Buyer shall indemnify RPC Sæplast for any loss or damage suffered.

8. PAYMENT

8.1 Payment for Goods shall unless otherwise agreed be made in full to RPC Sæplast prior to the shipment of the Goods.

8.2 RPC Sæplast shall be entitled to charge interest on any overdue payments from and including the due date at a rate of 1.5% per month. The cost of collection, legal fees etc. are on account of Buyer.

8.3 Buyer shall have no right of any set-off, statutory or otherwise, including but not limited to, postpone the payment of any invoices or parts hereof.

8.4 If Buyer is in delay with a payment to RPC Sæplast, RPC Sæplast maintains the right to suspend delivery until payment is made or security to RPC Sæplast's satisfaction is provided.

8.5 If before or after delivery RPC Sæplast has reason to believe that Buyer will not make a payment when the payment is due, RPC Sæplast may require Buyer to provide satisfactory security. If Buyer fails to provide security, RPC Sæplast may cancel the Contract.

9. FORCE MAJEURE

9.1 No party shall be liable for any failure to deliver the Goods or otherwise to perform its obligations under a Contract if and to the extent that the non-performance is caused by events (each a "**Force Majeure Event**") outside such party's reasonable control, including but not limited to war, terrorism, riots, strikes, lock-outs, export/import restrictions, confiscations, currency restrictions, natural disasters, fires, shortages in raw material, transportation or labour, tool/machinery break-downs and transport delays or interruptions.

9.2 Should a party be prevented from performing its obligations due to a Force Majeure Event, it shall notify the other party as soon as reasonably practical. The affected party shall take reasonable steps to minimize the inconvenience of the other party.

9.3 In the event of a Force Majeure Event, the affected party will not be liable for a delay or other non-performance to the extent that the delay or non-performance is a result of the force majeure.

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9.4 If the Force Majeure Event prevents or delays the performance of the Contract for more than six months, either party may terminate the Contract.

10. TOOLS

10.1 A Tool that is constructed for the production of Goods for Buyer shall be owned by Buyer if and to the extent that Buyer has paid for the tool. A tool that is wholly or partly owned by Buyer shall only be used for production of Goods to Buyer.

10.2 The tool shall remain in the premises of RPC Sæplast until Buyer requests that the tool be relocated. Buyer shall cover any costs of relocation of the tool.

10.3 If Buyer demands a tool relocated, Buyer shall pay any unpaid part of the tool price to RPC Sæplast.

10.4 RPC Sæplast shall store and maintain the tool in a properly manner. If Buyer has not ordered Goods produced by a tool for a period of twelve (12) months, RPC Sæplast may request in writing that Buyer collect the tool. If no reply is received within three (3) months after the date of the request, RPC Sæplast may destroy the tool.

11. INTELLECTUAL PROPERTY RIGHTS ("IPR")

11.1 Nothing in these Conditions shall operate to transfer to Buyer any IPR belonging to RPC Sæplast, and no such IPR can be used or copied without prior written consent.

11.2 Buyer shall immediately bring to RPC Sæplast's attention any probable or actual infringement of RPC Sæplast's IPR of which it becomes aware.

11.3 Where RPC Sæplast designs the Goods pursuant to a commission from Buyer, then any IPR in the Goods shall vest in RPC Sæplast and Buyer agrees that it shall do any acts and execute any documentation required by RPC Sæplast to secure vesting of such rights in RPC Sæplast.

11.4 To the extent that Buyer owns IPR in the Goods or any specification, drawing or other material used in the creation of the Goods, it hereby grants RPC Sæplast such rights over such IPR as may be necessary for RPC Sæplast to fulfil its obligations under the Contract.

11.5 No warranty is given that Goods do not infringe the IPR of any third party.

12. CONFIDENTIALITY

12.1 Each party undertakes to treat as confidential all commercial and technical information (Confidential Information) that becomes known to it through the business relationship with the other party, provided that the information is not publicly known and is of such a nature that it is reasonable to assume that the information is confidential.

12.2 Confidential Information shall not be published or disclosed to any unauthorized third party except as required by law, and may not be used, reproduced or copied except for the purposes of fulfilling the Contract.

13. TERMINATION

13.1 Each party shall have the right to terminate a Contract by written notice to the other party if:

(a) the other party is in repeated or material breach of its contractual obligations and is not capable of or does not remedy such breach within two (2) weeks after the occurrence of the breach; or

(b) the other party is entering into any composition or arrangements with or for the benefit of creditors or having a receiving order made against it or (being a company) having a winding up petition presented or resolving to wind up or having an administrator, receiver or manager appointed over all or any part of its assets, or becoming bankrupt or insolvent or taking or suffering action in consequence of debts or carrying out or undergoing any analogous act or proceeding under the applicable law of any jurisdiction.

13.2 Upon termination, (i) any indebtedness of Buyer to RPC Sæplast shall become immediately due and payable, and (ii) RPC Sæplast shall be under no further obligations to supply Goods to Buyer.

14. MISCELLANEOUS

14.1 Severability: Should any of the provisions of the Contract or other agreed terms be or become invalid, illegal or unenforceable, the other provisions shall not be affected or impaired in any way.

14.2 Amendments: Any amendments, variations or qualifications to the Contract must be in writing and signed by both parties.

14.3 Waiver: No waiver by a party of a breach of the Contract shall constitute a waiver of any other prior or subsequent breach.

14.4 Assignment: Buyer may not assign or transfer to any third party any of its rights or obligations under a Contract without RPC Sæplast's prior written consent. RPC Sæplast is free to transfer its rights under the Contract to a third party and, upon written notification to Buyer, its obligations under the Contract to a subsidiary or a sister company.

14.5 Governing law: The Contract shall be governed by and construed in accordance with the substantive laws of the country where RPC Sæplast is domiciled. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

14.6 Dispute resolution: Any dispute, controversy or claim arising out of or in connection with a Contract that cannot be amicably settled will be settled by the ordinary courts in the capital of RPC Sæplast's country of domicile, or at the discretion of RPC Sæplast, of Buyer's country of domicile.