

EMS Ship Supply

EMS Ship Supply – General Terms & Conditions for sale of Goods

1. General

These Terms & Conditions apply to sales of all goods from EMS Ship Supply AS and its subsidiaries (the “Seller”).

These Terms & Conditions shall be deemed to be expressly agreed between the Seller and the customer (the “Customer”). These Terms & Conditions shall together with the Seller’s order confirmation, or quotation if no order confirmation has been issued, constitute the contract between the parties (the “Contract”). The order confirmation or quotation shall prevail in case of contradictions.

If an order is placed by a Customer as agent for a principal, such Customer shall be jointly and severally liable with its principal to adhere to, and pay all amounts due under, the Contract.

2. Goods, quality and delivery

The Seller shall deliver goods of good quality, fit for the intended use, according to the Contract.

The goods shall be delivered when and where it is stated in the order confirmation or quotation.

The Customer shall examine the goods at the time of delivery.

The Customer shall notify the Seller immediately in writing upon discovering any lack of conformity of the goods delivered. If the Seller is not notified immediately after a lack of conformity is or should have been discovered, or within 30 days from delivery at the latest, the Customer loses its rights to any remedy, including but not limited to damages and re-delivery.

3. Payment

The Customer shall pay the Seller for the goods ordered according to the Contract. Payment shall be made in full without any set-off, deductions, counterclaims etc. VAT and all other taxes, charges and dues are additional to the purchase price and to be paid by the Customer.

Payment shall be made net of all bank charges etc. to the Sellers bank account as stated in the invoice.

Payment shall be made within 30 days from the issuance of the invoice. For late payment interest will be charged at a rate of 2% per month or part thereof.

In case of late payment the Seller is entitled to claim from the Buyer, and the Buyer accepts to reimburse the Seller, all collection costs and expenses on a full indemnity basis.

4. Retention of Title

The title of the goods passes to the Customer when the Seller has received payment in full therefore.

Where the Seller has not received payment on time for the goods delivered, it retains its right to take repossession of the goods without a court order. The Customer accepts the Sellers rights to enter its premises, vessels etc. in order to take repossession.

5. Termination

Both parties shall have the right to terminate the Contract with immediate effect in writing if the other party is in material breach of its obligations hereunder, is liquidated or goes bankrupt.

6. Limitation of liability

The Seller shall not be liable for any obvious misprints in the order confirmation or quotation.

Notwithstanding anything to the contrary:

The Seller’s liability shall in all respects be limited to the total price of the order as specified in the order confirmation or quotation.

Neither party shall in any event be liable for indirect or consequential loss or damage suffered by the other party. (For the avoidance of doubt; the Sellers transport costs in relation to the order always to be regarded as a direct cost.)

7. Force Majeure

Force Majeure shall mean any act, circumstance or event beyond the control of a party, including, but not limited to earthquakes, hurricanes, other acts of God, strikes, lockouts or war. If a party is unable to perform an obligation under the Contract due to a Force Majeure event, such party’s obligation shall be suspended for the duration of the Force Majeure event.

The party unable to perform its obligation due to a Force Majeure event shall notify the other party immediately in writing explaining the event’s effect on the ability to fulfill its obligations.

If a Force Majeure event has lasted for more than 2 months both parties shall be entitled to terminate the Contract in writing with immediate effect.

8. Prior agreement / Modification and amendments

The Contract represents the entire agreement between the parties and shall supersede all other previous oral or written communication between the parties regarding the subject matter.

Any modifications or amendments to the Contract shall be in writing signed by both parties.

9. Severability

Should any part of this Contract be adjudged invalid or unenforceable by applicable law, such part shall be deemed omitted to the extent invalid or unenforceable, and the remainder of the Contract shall in all other respects remain in full force and effect.

10. Confidentiality

Each party shall keep confidential for at least three years from its receipt, all information received in connection with this Contract, except to the extent required to be disclosed in accordance with applicable law.

11. Law and venue

This Contract is construed under and shall be governed by Norwegian law.

Disputes arising out of or in connection with this Contract that cannot be solved amicably between the parties shall be brought before the courts of Oslo.

The Seller may alternatively and at its sole option take legal action in any jurisdiction valid for the Customer.

