



Coast Center Base AS

General conditions

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1. GENERAL CONDITIONS

General

Reservations are made about printing errors.

The general conditions for sale of goods and services -SUPPLY- shall apply provided assuming nothing else have been agreed in writing between the parties, SELLER and BUYER. Any changes in these conditions must be agreed in writing and included as Special Conditions. The following definitions shall apply:

SUPPLY means all labour, machinery, apparatus, materials and articles provided by the SELLER to the BUYER under this AGREEMENT.

AGREEMENT means the registered order or the written and signed agreement between the parties concerning the SUPPLY as defined in the contract inclusive of all appendixes and amendments.

ORDINARY WORKHOURS means Monday to Friday between 08:00 -16:00

ORDER VALUE means the payment (exclusive VAT) payable to SELLER for delivery of services.

SELLER AREA means area owned by SELLER, or where SELLER offers services

BUYER means a Company or person defined as BUYER in the AGREEMENT, in a separate contract document or in a specific order.

SELLER means Coast Center Base AS (CCB).

TERMINAL AREA means quays and nearby areas

Payment:

All related prices are quoted net, exclusive of VAT – value added tax, in NOK (Norwegian Kroner), based on SELLER's contractor prices, currency exchange rates, customs duties and applicable fees valid at the time of entering into the AGREEMENT and any subsequent changes until the delivery is complete. Prices may be subject to alteration without notice.

The PRICE shall be paid within 30 days after the delivery date or otherwise when the SUPPLY has been made available to the BUYER.

If the BUYER fails to pay the full amount by the agreed date, the SELLER shall be entitled to interest from the day on which payment became due in accordance with at the official interest rate determined by the Norwegian Act related to Interest on Overdue Payments etc. - "Lov om renter ved forsinket betaling mm" of 17.12.1976 no. 100.

If BUYER demands a bank guarantee for their payments, the BUYER will be charged for any related cost including the cost for the bank guarantee.

Delivery conditions – trade terms:

All prices are quoted for delivery at the base unless otherwise specified. Where trade terms have been agreed, it shall be interpreted in accordance with the INCOTERMS® (INCOTEERMS® 2010) in force at the date of entering into the AGREEMENT. If no trade terms are specifically agreed, the delivery shall be considered EX WORKS – SELLER's base.

Delivery time – delay

The delivery time stated for the SUPPLY of procured goods and services is based on the information from subcontractors, and for stocked goods. Normal lead-time will apply.

Delayed delivery will not alone give BUYER any rights to terminate the AGREEMENT or entitlement to compensation.

External Services

External services ordered through SELLER will be charged at cost plus 15 % or in accordance with a special agreement between BUYER and SELLER.

Equipment

In case additional equipment has to be rented, the charge will be at cost plus 15 % or in accordance with a special agreement between BUYER and SELLER.

Hourly rates of rented equipment do not include operators. Equipment may not be rented without operators unless by special agreement.

Special Holidays are

New Years Day, Maundy Thursday, Good Friday, Easter Eve, Easter Sunday, Easter Monday, May 1st, May 17th, Ascension Day, Whit-Sunday, Whit-Monday, Christmas eve (from 1200 hours) Christmas Day and Boxing Day, 31th of December (from 1200 hours).

On special holidays, special labour rates will apply.

On Christmas/New Year's Eve normal rates apply until 1200 hours. From 1200 hours until 2400 hours rates for Saturdays and Sundays apply. On Wednesday before Maundy Thursday, normal rates apply until 1300 hours. From 1300 hours until 2400 hours rates for Saturdays and Sundays apply. On Wednesday before Ascension Day, rates for Saturdays and Sundays apply after 1800 hours.

Liability

SELLER shall not be liable for loss of or damage to goods and equipment stored at SELLER's premises or handled by SELLER employees, agents or subcontractors unless such loss or damage can be directly attributed to gross negligence or intent by SELLER or its agents or subcontractors.

The total liability for damage caused by SELLER shall be limited to NOK 1,000,000 per occurrence. All claims for loss of or damage to goods or equipment shall be notified to SELLER without undue delay. Only claims logged within 2 months of an occurrence shall be valid.

The BUYER shall indemnify SELLER from any loss of or injury to property or equipment belonging to SELLER, arising out of, or in connection to the customer's activities at the Base and which is caused by gross negligence or intent by BUYER. Equal to SELLER in this paragraph are SELLER's employees, persons involved in SELLER's service and SELLER's contractors involved in the activity of the BUYER. Equal to the BUYER are BUYER's employees, persons involved in BUYER's service and BUYER's contractors involved in the activity.

Notification

All environmental emissions and other severe incidents shall be notified to CCB immediately (phone no: +47 56 32 32 00) including an incident report at the latest the first working day after the incident occurred.

Cancellation

Cancellation of assigned work must be delivered to the proper CCB representative within the following deadlines when work is to be performed:

- between 1600-2100 hours, to be received prior to 1200 hours the same day,



- between 2100-0800 hours, to be received prior to 1600 hours the same day,
- during weekends or during special holidays to be received prior to 1200 hours the (normal) working day prior to the weekend or special holiday.

If the cancellation has not been received prior to the above time-limits, a minimum lease for personnel and machines will apply.

Price rates

CCBs price rates will be in accordance with the actual market price for the specific type of service provided. Discounts may be agreed in long term contracts or frame agreements. This is to be considered as a general pricelist

Conflict

In the event of any conflict between the provisions and prices herein and the provisions and prices in the corresponding Norwegian pricelist, the Norwegian pricelist shall have precedence.

Disputes – applicable law

All disputes arising out of, or in connection with the AGREEMENT shall be judged and settled according to the applicable Norwegian Law.

The venue for any litigation is the Bergen District Court.