

Terms of sale and delivery

These general terms of sale and delivery apply to all Varier deliveries. The aim is to briefly describe the terms which apply to the delivery of Varier products and which go beyond what is required by current Norwegian legislation.

Contractual basis

In general, deliveries from Varier are covered by the Norwegian Sale of Goods Act ("Kjøpsloven"). In addition, Varier relies exclusively on the below-mentioned exceptions or on a written agreement entered into for a specific transaction and/or customer. Thus, Varier does not accept any terms of sale stipulated by the buyer before or after the issue of the order confirmation, unless confirmed in writing by Varier.

Purchase price

All prices for standard products are specified in the Varier Price List. The purchase price is also quoted in the order confirmation exclusive of VAT and other indirect taxes.

If the purchase price is not mentioned in the order confirmation, the price applicable on the date of delivery applies.

An offer quoted by Varier is not binding until Varier has received the buyer's acceptance and has issued an order confirmation.

Any offer made by Varier is valid for 90 days from the date of the offer.

The order confirmation, the signed retailer agreement and these general terms constitute the purchase agreement entered into between the buyer and Varier.

All prices quoted by Varier are based on these general terms and reflect the limited liabilities of Varier. Where a buyer wants to deal with Varier on other terms than these general terms, this may be agreed separately and Varier may make a revised quotation.

Varier may adjust the purchase price if overall manufacturing costs increase due to unforeseen circumstances such as an increase in the price of raw materials, direct and indirect taxes, etc.

Delivery

Varier's standard terms of delivery is DAP in accordance with INCOTERMS applicable at the time of purchase, unless otherwise agreed separately.

Duty of complaint and examination

The buyer is obliged to examine the products carefully upon receipt and to report and describe any product defect which it has or ought to have noted without undue delay and not later than three days after the complaint was or should have become known to the buyer

The buyer is not entitled to later invoke any defects which would have been revealed by such examination.

Payment

Unless otherwise stated, Varier's terms of payment are 30 days from the date of the invoice. The invoice date is equal to the shipping date from Varier.

In the event of late payment, default interest is added subject to the provisions of the Norwegian Interest Rate Act, i.e. a monthly rate equal to the reference rate of interest + 1%.

Conditional sale

To the extent that conditional sale is permitted under current legislation, the products remain the property of Varier until full payment has been made.

Returns and Cancellation of Orders

Return of delivered goods will not be accepted unless the goods are proved to be faulty.

Cancellation of orders by the buyer later than 24 hours after the order is confirmed from Varier will only be accepted against a fee of 50 % of the order value.

Change of orders by the buyer later than 24 hours after the order is confirmed from Varier will only be accepted against a fee of 50 % of the value of the item(s) in question.

Quick Ship orders cannot be cancelled or changed after the order is confirmed from Varier.

Small Order Fee

A "Small Order Fee" will be added to orders with a total net value below a given limit. Please see our current price list for details on the limit value and the fee amount.

Documents

All paperwork (order confirmations, invoices, shipping confirmations, delivery notifications, etc.) are shared as PDF files via emails, or in another agreed electronic formatting.

Buyers requesting documents in hardcopy by regular mail or equal, will be charged a fee of EUR 10, or equal value in other currencies, per document.

Product consistency

Varier guarantees that the products meet the specifications set out in the order confirmation subject, however, to the level of tolerance deemed acceptable by the industry. Varier does not guarantee product suitability for specific purposes unless specifically requested by the buyer and this is specifically mentioned in the order confirmation.

Adviser responsibility

Advice provided by Varier on the specific suitability of the products is indicative only. As the buyer's application of the products is beyond the control of Varier, Varier is not liable for the buyer's actual use of the products. Varier is not liable for any damage or loss arising out of the buyer's incorrect or unusual application of the products.

Marketing

Any reference to Varier and its products for own promotional purpose is subject to the written permission of Varier.

Defects and delays

Varier is not liable for any indirect damage or loss suffered by the buyer, including loss of profit.

Varier's defects liability period expires 24 months after the date of delivery.

Varier is not liable for any defects resulting from transportation, storage, faulty treatment and the general negligence of third parties.

Product liability

Varier is liable for damage caused by defective products in accordance with the provision of the Norwegian Product Liability Act. Varier is not liable for any damage resulting from the incorrect or unusual use of the products. Varier does not accept complaints resulting from faulty or incorrect assembly by the buyer or any other third party.

Furthermore, Varier is not liable for damage to immovable and movable property except in the case of gross negligence on the part of Varier.

If liability accrues subject to the above, Varier is only liable for direct losses, i.e. replacement of parts or products

Where a third party makes a claim for damages against the buyer under the rules on product liability, the buyer must inform Varier without delay. The buyer must hold Varier harmless where third-party liability is imposed on Varier beyond the above-mentioned limitation of liability.

Varier and the buyer are under a mutual obligation to appear as defendants before a court of law hearing a claim for damages resulting from damage allegedly caused by the products. As mentioned under Applicable Law, the relationship between Varier and the buyer is governed by Norwegian law, and as mentioned under Venue any dispute must be brought before the Oslo District Court (Oslo Tingrett).

Force majeure

Neither the buyer nor Varier as supplier have any influence on unforeseen events. None of the parties, therefore, are liable for the non-performance of the agreement due to circumstances which it was impossible to foresee (force majeure). This applies, however, only to the extent and as long as said circumstances prevents either party from meeting its obligations under this agreement.

The below-mentioned circumstances are considered a cause of exemption on the part of Varier and the buyer if they render the performance of the agreement impossible or unnecessarily onerous: Trade disputes and unforeseen events such as fire, war, mobilisation or military call up, application, seizure, amendments to regulations, currency restrictions, revolution or civil unrest, insufficient transportation, general shortage of materials, restrictions on the use of electricity, etc. and the shortage or delay of deliveries from sub-contractors due to any of the abovementioned circumstances.

Applicable law

Any dispute in connection with deliveries from Varier must be settled in accordance with Norwegian law. The Norwegian international rules on civil law and "United Nations Convention on Contracts of International Sale of Goods" (CISG) do not apply to deliveries from Varier.

Venue

Disputes arising in connection with deliveries from Varier must be settled before the Oslo District Court (Oslo Tingrett) as the court of first instance.