

Sales Terms and Conditions

These sales terms and conditions apply unless otherwise agreed in writing.

Drawings

Drawings provided by one party to another must not be used contrary to the owner's interests and may not be copied or made available to third parties without the owner's written consent. All drawings should be returned to the owner upon request.

Delivery and Transfer of Risk

The delivery location is the seller's warehouse unless another delivery location is agreed upon. The risk transfers to the buyer when the item is ready for transport from the seller's warehouse.

Sales deposit

The seller retains ownership of the sold item until all outstanding amounts are fully paid. Acceptance, checks, or debt documents are not considered payment until they are fully redeemed.

Price Calculation

Prices are stated exclusive of value-added tax. If no specific price is agreed upon, the price on the delivery date applies. For imported goods, there may be additional charges if the exchange rate on the delivery date exceeds the rate at the time of price determination by more than 2%.

Objections to Invoices

Any objections to the invoice must be communicated to the seller in writing within 10 days of receipt.

Payment Terms

Payment must be made within 30 days of the invoice date unless otherwise confirmed. Interest will be calculated according to the law on default interest after the due date.

Delivery Time

The specified delivery time is indicative unless explicitly guaranteed in the agreement. For stock items, reservations are made for intermediate sales.

Compensation and Termination for Delayed Delivery

No compensation is payable for exceeding indicative delivery times.

For exceeding guaranteed delivery times, compensation is 0.5% of the purchase amount per full week. The seller's liability is in any case limited to 5% of the purchase amount. If the delay only affects part of the sold item, the calculation basis is correspondingly limited.

All compensation is forfeited if the buyer has not suffered any loss.

Any additional compensation beyond what is described here cannot be claimed.

If the delay is substantial, the buyer may terminate the purchase.

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HILLEVÅG ELEKTRO-DIESEL AS	H.E.D. KRISTIANSAND AS	H.E.D. KARMØY AS	H.E.D. GRENLAND AS
Adresse Gamle Forusvei 49	Adresse Kartheia 3	Adresse Husøyveien 75	Adresse Bedriftsvn. 56
Sted 4031 Stavanger	Sted 4626 Kristiansand	Sted 4262 Avaldsnes	Sted 3735 Skien
Telefon 51 81 50 00	Telefon 51 81 50 00	Telefon 51 81 50 00	Telefon 51 81 50 00
Org. nr. NO928 960 188MVA	Org. nr. NO933 321 495MVA	Org. nr. NO933 446 034MVA	Org. nr. NO955 519 787MVA

Force Majeure.

The seller's liability ceases if the delay is due to a delivery obstacle that the seller could not reasonably avoid. When such delivery obstacles occur, the delivery time is extended by the duration of the obstacle. In cases of longer duration, either party can terminate the agreement if continued commitment would be unreasonable.

Safety Rules

The item for sale must be delivered with any protective equipment required by law or public regulations.

Expenses for protective equipment mandated after the agreement has been made are borne by the buyer.

Complaints Regarding Defects

The buyer is obligated to inspect the item for sale promptly, and any defects that are or should have been discovered can only be claimed if the complaint reaches the seller within 14 days from the delivery date.

Defects that can only be detected when the item for sale is assembled and test-driven can be claimed if the complaint is made immediately after the defect is confirmed. It is assumed that the defect has occurred due to proper use of the item, which requires periodic maintenance according to checklists or instruction manuals.

The buyer's right to claim defects expires under any circumstances at the end of the following terms counted from the delivery: For continuous operation, 6 months, 1500 operating hours, or 1 year, whichever occurs first. For spare parts, replacement components, and repair services, the following apply: For continuous operation, 3 months, 1000 operating hours, or 6 months, whichever occurs first.

The buyer's right to claim defects also expires if a defect is repaired or if the item for sale is altered by someone other than the seller without the seller's consent.

Rectification of Defects

Assuming a valid complaint, the buyer has the right to demand that the seller rectify the defect within a reasonable time.

If the defect is of such a nature that the buyer can repair it themselves, the seller has fulfilled their obligations by sending the necessary part(s) to the buyer. Defective parts should be sent to the seller (freight on board) as soon as the defect is discovered.

If rectification is most economically feasible at the seller's location, the seller may require the buyer to participate in transporting the item for sale to the seller's workshop. Necessary transportation costs are borne by the seller.

In any case, the seller has fulfilled their obligations if they choose to replace the defective item with a new, defect-free one at their own expense.

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Buyer's Right to Terminate the Purchase Agreement Due to Incomplete Delivery

If the seller rectifies a defect within a reasonable time, the buyer does not have the right to terminate the purchase unless they have submitted a valid complaint and the defect is substantial. A request to terminate the purchase must be made as soon as it is confirmed that the defect will not be rectified within a reasonable time.

If the buyer terminates the purchase, they can demand a refund of the purchase price without additional interest, provided they make the item for sale available to the seller locally. If the item for sale has been used, the seller should credit the usual rent

Limitation of Liability for Defects.

The seller is not obligated to pay any form of compensation or price reduction if a contractual defect is remedied (see point 12) or if the buyer has forfeited their right to rescind the purchase. Under no circumstances is the seller liable to compensate for direct or indirect production losses. Compensation claims are limited to 5% of the sales item's price up to NOK 100,000, and 2.5% of any excess amount. Expenses incurred by the buyer for repairs or other work performed on the sold item by someone other than the seller cannot be claimed.

Product Liability.

If the use of the sales item causes harm to a person, the seller is only responsible if the damage results from negligence on the seller's part. For damages caused by the sales item or its use to property, including raw materials or semi-finished products processed by the sales item, the seller is not liable for compensation.

Returns.

Any return of the sales item and compensation to the buyer will follow the seller's return rules. Return of goods can only occur by prior agreement. Returned items must be in the same condition as when delivered by the seller, in good condition, and in the original packaging if used. Items of the same type should be sorted and packed in the same manner as when delivered by the seller; otherwise, the seller may charge for any additional work incurred. All shipping costs related to returns are paid by the customer.

Crediting.

Approved returns are credited at the price on the day of return (minus any discounts) minus a 20% return fee. Returns with a total value below NOK 400 based on the day of return price are not credited. If the return is due to an error for which the seller is responsible, the invoice amount is credited without deduction.

30.05.2024

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