

# 13. Terms of Delivery

ASSA ABLOY Hospitality's Marine Division is a part of ASSA ABLOY Hospitality AS, Anolitteveien 1-3, 1400 Ski, Norway and is hereafter referred to as the Marine Division.

The following are the terms and conditions under which the Marine Division supplies its products and services. These terms and conditions shall be valid unless otherwise specified and agreed upon in writing. Such changes to the Terms of Delivery may only be approved by the Vice President of the Marine Division or by the President of ASSA ABLOY Hospitality AS.

1. All products and services will be invoiced at prices and at terms and conditions valid at the time of delivery, unless otherwise agreed in writing. Written agreements must accompany the order.
2. Delivery time is specified in the order confirmation, issued for each order, and it is this delivery time only which will be binding.
3. For orders with a net value below EUR 500.00, a handling charge of EUR 50.00 will apply.
4. Shipments are made FCA ASSA ABLOY Hospitality's premises, Ski and Shanghai. Shipments with net values exceeding EUR 40,000.00 are made CIP nearest customs point, major port or airport, whichever is more convenient for the Marine Division.
5. CIP shipments are made with the Marine Division's appointed carriers, by land or sea freight only. Air freight and transportation by customer's preferred carriers will be invoiced at cost or shipped at customer's account.
6. Direct deliveries from ASSA ABLOY Hospitality's premises in Shanghai to domestic consignee in China are liable for duty and VAT, unless the consignee has an import license.
7. Established customers are invoiced in Euro (EUR) with payment due 30 days from the date of invoice. Late payments are subject to an interest invoice, the current interest being 12% p.a. If the terms of payment are not respected, the Marine Division shall have the right to request prepayment for future shipments without further notice.
8. Shipments to new customers, customers without an established credit and established customers who have exceeded their credit limit with the Marine Division, will be required to make prepayments. Large shipments may be made on a Cash Against Documents (CAD) basis and expenses for such shipments shall be borne by the customer.
9. If special terms of payment have been agreed to and these are not respected by the customer, the Marine Division shall have the right to cancel such an agreement without further notice. The terms in paragraphs 7. and 8. will then apply. The customer in such an event shall have no right to compensation.
10. Products supplied by the Marine Division from other suppliers are delivered according to the standards of their respective manufacturers at the time of purchase by the Marine Division.
11. Products are delivered with a one year warranty from the date of shipment from Ski. The Marine Division will not accept responsibility for items handled without due care and protection, stored or installed in an environment or under conditions in which the items in question would not normally be used.
12. The customer shall ensure that all personnel installing products supplied by the Marine Division have been trained or have the necessary tools and information to install these items. Products in the ASSA ABLOY Hospitality system range are supplied with installation instructions. It is the responsibility of the customer to ensure that a sufficient number of these instructions are available at the time of installation and that the contents are read and understood by everyone involved with the installation.
13. The Marine Division will not assume responsibility, nor will any warranty be valid, unless the installation of products in the ASSA ABLOY Hospitality system product range is made according to the installation instructions.
14. The Marine Division will train the personnel responsible for the operation and maintenance of ASSA ABLOY Hospitality systems purchased with system training and start-up. It is the responsibility of the customer to ensure the attendance of personnel for this training, as well as to ensure that the training and start-up of the system can be made without delay. Upon completion of system training and start-up, the customer shall sign a "System Acceptance Form".
15. Claims must be made in writing to the Marine Division not later than one week after receipt of the shipment.
16. Returned shipments will not be accepted by the Marine Division unless clearly agreed in writing and only then when accompanied by a pro forma invoice completed by the customer upon returning the faulty items. A copy of the Marine Division's authorisation policy for returning materials and lodging complaints will be supplied on request.
17. If any part of the Marine Division's products should be defective and this defect is resulting from design, materials or workmanship, then the Marine Division reserves the right to either repair the defective part(s) or to provide the customer with a new part(s). This liability is limited to defects which appear during a period of 12 (twelve) months computed from the date of delivery to the customer. Excluded are defects resulting from installation or maintenance, unless the Marine Division has explicitly accepted responsibility for this. The Marine Division's liability and obligations are expressly limited to what is listed in this clause and under no circumstances is the Marine Division liable for consequential damages caused by defects in the products.
18. Circumstances beyond the control of the Marine Division or its sub-suppliers, e.g. war, state of emergency, legislative or public orders, natural disasters, fire, strike, lock out, delay or hindrance of material or labour, accidents during manufacturing, transportation obstacles, etc., shall not justify cancellation of an order, nor shall it justify grounds for compensation.
19. Any dispute shall be settled by the appropriate court in Ski, Norway.