

LIBRA-PLAST AS GENERAL SALES CONDITIONS

All sales of goods between the customer (hereinafter called the Buyer) and the seller, Libra-Plast AS (hereinafter called the Seller), shall be subject to these Conditions. They supersede all other documents concerning the goods, including the Buyer's purchase conditions if any, unless otherwise is accepted in writing by the Seller.

1. OFFER, ORDERS

1.1 Any offer from the Seller is, unless otherwise specified, binding for the Seller in 30 days counting from the date of the offer. All acceptances of offers made by the Seller must be in writing (e-mail or letter) and received by the Seller within the time limit of 30 days, unless otherwise specified in the offer validity. The Seller is not bound by acceptances received after this time limit or acceptances that are not put in writing.

1.2 After receipt of the written acceptance, the Seller issues a confirmation of the order via e-mail. Unless the Buyer objects by e-mail 5 working days after the receipt of the order confirmation, he shall be bound by its content. In absence of objection from the Buyer, the contract shall be deemed concluded on the date at which the order confirmation was issued.

1.3 All prices offered by the Seller are subject to modification in case of fluctuation of +/- 2 % or more in rate of exchange between NOK and the foreign currency affecting the Sellers production costs and/or overall margin rates.

1.4 All prices offered by the Seller are subject to modification in case of fluctuations of +/- 3% or more in rate raw material, such as but not limited to: steel, stainless steel, aluminum, glassfibre, polyester.

1.5 The price for freight is also subject to change, if the freight is included in our offer. If the price for freight needs to be modified (due to increase in prices from our freight forwarder), we will issue a copy of the freight quote to the Buyer as «proof» and the Buyer can decide if they want to arrange their own freight or if they accept the change.

1.6 Any offer from the Seller may be revised until the order is confirmed, as long as the revision is due to changes in the Sellers product line. In the event that an offer is revised, the revised offer shall replace the original offer, after which the original offer is no longer binding for the Seller. Any revision of an offer shall be without effect to the 30 days acceptance period.

2. DELIVERY

2.1 The goods are delivered according to the Seller's practices unless specific packaging, labelling, marking or means of transportation are ordered by the Buyer and accepted by the Seller.

2.2 In the absence of a special condition specified in the order confirmation the goods are delivered Ex-Works (ref.: the latest Incoterms) unless otherwise specified in the offer and order confirmation. Better insurance coverage than the coverage defined in the Incoterms may be ordered at the Buyer's written request and for the Buyer's expense. Partial delivery shall be permitted, unless otherwise agreed. Costs related to part deliveries are at Buyer's charge unless otherwise agreed.

2.3 For export deliveries, e.g. outside Norway, and when the freight term CIF is used (valid for both Air and Sea), and unless otherwise agreed in writing, the freight is limited to delivery to the agreed

upon Airport or Harbour. Importing, taxes and domestic transportation is not included and are always within customer's responsibility if not otherwise agreed.

2.4 Customer is always responsible to check what is within his responsibility in connection with delivery terms (incoterms). The seller cannot be claimed for any cost if relevant incoterms does not foresee it.

3. DELAYED DELIVERY

In case of delay the following provisions shall apply:

3.1 The Seller shall immediately inform the Buyer by e-mail if it is aware that delayed delivery will occur and indicate the period of delay and the new date of delivery.

3.2 In case of delay due to the Seller payment shall be postponed accordingly. In case of delay due to the Buyer payment shall not be postponed and shall be made as there was no delay. In case of delay due to the Buyer, the goods shall be stored at the Buyer's cost. Such costs will be informed upon.

4. PAYMENT

4.1 Unless otherwise agreed in writing the price in the invoices shall be stated in the currency specified in the written order confirmation. Payment shall be made in the currency mentioned in the invoice. The payment conditions is stated in the order confirmation/invoice.

4.2 In case of agreement on deferred payment without an obligation of LC or SBLC the following provisions shall apply:

4.2.1 Transfer of payment shall be made by SWIFT directly to the bank account given by the Seller.

4.2.2 The goods shall remain the property of the Seller until the Buyer has transferred the payment.

The following provision shall apply when the law of the country of the Buyer authorises such a provision: The goods shall remain the property of the Seller until the Buyer has paid all sums due to the Seller, whether under the sales contract concerning these goods or under any prior or subsequent contract.

4.2.3 Should any substantial change occur in the Buyer's financial and economic position, the following provisions shall apply:

a) The Seller may require immediate or earlier payment and/or security within a fixed time limit.

b) If such is not forthcoming within this limit, the Buyer shall immediately stop to install the goods. The Seller shall have the right to fetch the goods at the Buyer's premises and the Buyer shall not prevent it to do so. Alternatively the Seller shall have the right to withhold any certificates needed for the Buyer to finalize the documentation.

4.2.4 The Buyer has a duty to inform the Seller before delivery of mandatory laws which contradict any provision of article 4.2.3.

4.3 Rate of interest for overdue payment: 1,2% per month starting from the due date + 5 days grace + € 30 per reminder + debt recovery expenses. In case of overdue payment the provisions of Article 4.2.3 shall apply similarly at the Seller's request.

4.3.1 The Seller shall have the right to postpone any delivery of goods or services until payment of any overdue amount is received.

The Seller guarantees that the goods are in conformity with the sales contract and that they are free from defects in materials and workmanship under normal and proper use during the warranty period according to the following provisions:

All claims for lack of conformity shall contain the date and number of the invoice and a clear description of the damage, error of delivery, visible or latent defect and the Buyer's request of remedy in accordance with the provisions of Article 5.

5. WARRANTY, CLAIM

5.1 The Buyer shall inspect the goods upon receipt. In case of damage due to transportation, wrong delivery or any visible defect the Buyer shall immediately inform the Seller by e-mail no later than 5 working days from the day the goods have been received at the agreed place. No claims for defects may be lodged after this period of 5 working days, except for latent defects due to the Seller which are subject to the following warranty provisions, including limitations:

5.2 The Seller's liability for latent defects shall be limited to the following warranty periods:

- a) 12 months from the date of delivery of the vessel from the Buyer to the owner or 24 months from the date of delivery of the equipment to the yard, whatever comes first.
- b) Repaired goods: 12 months for the repaired part of the goods from the date of repair.
- c) Spare parts: 12 months from the date of delivery to the Buyer.

5.3 Defective goods shall be repaired or substituted at the Seller's discretion and expense taking into account the Buyer's need for the quickest solution when time is of the essence.

The warranty shall not apply in case of defects caused by wear and tear due to negligence or mismanagement in the use of the equipment by the customer. The Supplier shall supply replacement parts only, without intervention on board, unless there will be a repeated failure that require a check on board by the Supplier; costs for replacement on board of above mentioned parts, unless there will be a repeated failure that require a check on board by the supplier, shall be at Buyer's charge.

The costs of transportation of the replacement parts from and to the place of the Buyer shall be covered by the Seller when the defective goods are covered by the warranty. Other transportation costs shall be covered by the Buyer. Unless otherwise agreed in writing, the Buyer shall bear any additional costs which the Seller incurs for repair, dismantling, installation and transport as a result of the goods being located in a place other than the place of the Buyer.

5.4 The goods (not the spare parts) must be installed and put into operation at the latest within 6 months from the date of delivery by the Seller. The Seller reserves the right to examine the equipment prior to start up, unless start up is completed within this time.

5.5 If the products are made of steel, and painting is not purchased, the Buyer is responsible for painting and preserving the product to avoid corrosion. These products needs to be painted within 6 months after delivery is completed.

5.6 The goods must be stored indoor in a dry and dust free environment. For more details, please refer to Libra manual for handling and storage. The buyer is always responsible to preserve material at his premises and in accordance to the Seller's instructions.

5.7 The Buyer shall only use original spare parts from the Seller or from a supplier recommended by the Seller.

5.8 The Seller's warranty shall be valid only if the goods are installed and/or used in accordance with the Seller's instructions and common practice. A particular attention must be given to the straightness of the bulkhead which the products are installed in.

The Seller shall have no liability in the following cases: damages due to transportation under the responsibility of the Buyer, modifications of the goods not agreed with the Seller, use of non-original spare parts, damage or defect due to wrong handling after delivery to the Buyer, wrong installation and/or maintenance, and not in accordance with the Seller'. In such cases the Buyer shall indemnify, defend and hold the Seller harmless in the event of claim against the Seller.

The Seller shall have no liability for deterioration and normal wear and tear.

The Seller's total liability is limited to the repair, delivery of substitute goods or reimbursement of the defective goods. If not stated otherwise in this Agreement the liability of the Seller, shall under any circumstance be limited in total to an amount equal to the price of the products and services paid to the Seller pursuant to this agreement.

The Seller shall in no case be liable for consequential damages and indirect losses, such as loss of profit, business interruption or loss of production.

5.9 The Seller shall not be liable for any damage to property, personal injury or death caused by the Product after it has been delivered and whilst it is in the possession of the Buyer or its successor(s), except to the extent that in case of personal injury or death, such injury or death is caused solely by the negligence of the Seller or its directors, employees, agents, or subcontractors. Nor shall the Seller be liable for any damage to products manufactured by the Buyer, or for any product manufactured by the Buyer where the Seller's product is used as a part of or is in any way integrated with a product manufactured by the Buyer. If the Seller incurs liability towards any third party for such damage to property, personal injury or death as described in this paragraph, the Buyer shall indemnify, defend and hold Seller harmless.

5.10 The Buyer has a duty before delivery to inform the Seller in writing of mandatory rules at the place of the Buyer or his customers which contradict provisions of Article 5.

5.11 In order to start the warranty period, the customer must inform Libra about:

- Name of ship related to the NB number
- Delivery date of ship to owner.
- Name and address of owner.

Confirmed warranty will only be valid when this information is provided.

5.12 If Seller and Buyer agree that the Seller shall conduct service/repair work that the Seller is not otherwise obliged to perform under the contract, then Orgalime R 17 with amendments, shall apply and the Seller may charge for such service/repair work at its applicable rates, ref. Appendix 1 «Libra Service Rates»

6. TECHNICAL SPECIFICATION, STANDARD, TECHNICAL DOCUMENTS

6.1 The Seller shall deliver goods according to the technical specifications mentioned in the Seller's relevant technical documentation which has been approved by the Buyer.

Where the Seller is submitting drawings for approval, the Buyer shall approve or protest the drawings within the time given in the Contract, or if no time limit is specified, within ten (10) calendar days of the submission of the drawings. If no approval is received within the time limit, the order will be put on hold and the Seller will not be responsible for late delivery deriving from missing approval.

6.2 The Contract language shall be English or Norwegian unless otherwise agreed. The same applies with respect to all contract communication and documentation. Should the order from the Buyer be in a different language, the Buyer is responsible to check and approve the Seller's documentation.

7. CANCELLATION

7.1 Cancellation when production is not started is accepted.

A cancellation fee of 5 % of total contract value will apply due to Administrative work (incl. technical design).

7.2 Cancellation when production has started. A cancellation fee is to be calculated based on how far we are in the production phase, incl. but not limited to any special part purchase.

7.3 Cancellation when the equipment is fully produced. A cancellation fee of 100% of the total contract value (excl. Freight cost if included) will apply

8. FORCE MAJEURE

The definition of Force Majeure of the International Chamber of Commerce (ICC publication No. 650) applies to these conditions.

In addition, the following events shall be included: shortages of transport, materials or delivery from the Seller's sub-suppliers. If an event of force majeure at the place of the Seller lasts for more than 45 days and impedes delivery by the Seller, the Buyer shall be entitled to cancel the order. If an event of force majeure at the place of the Buyer lasts for more than 45 days and impedes receipt of the goods, the Seller shall be entitled to cancel the order.

9. DISPUTE RESOLUTION, APPLICABLE LAW

9.1 Any dispute on the quality of the Products shall be presented to an independent technical expert for an opinion. The parties shall appoint the expert within 30 days of receipt of the written claim from the claiming party. In addition, the expert may be requested to propose solutions subject to an agreement between the parties. The opinion of the expert shall be drafted in English. The opinion shall bind the parties. The failing party shall cover the fee of the expert. If the expert is of the opinion that both parties have a responsibility, the fee shall be shared equally between the parties.

9.2 Any other disputes arising out of or in connection with the Agreement or further agreements resulting thereof, shall be submitted to the ordinary courts with Oslo City Court as legal venue. In case the disputed value is exceeding 10 million NOK, the dispute shall be finally settled by fast-track arbitration pursuant to the Norwegian Act on Arbitration of 14 June 2004 and the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time, in the English language, in Oslo.

9.3 Both Parties have accepted that any accepted expert opinion, agreed mediation solution; court decision or arbitration awards may be enforced in all countries, particularly any countries where the relevant Party has assets.

10. CONDITIONS OF INSTALLATION

10.1 Unless otherwise agreed the Buyer has the responsibility of installation and commissioning of the equipment in accordance with the Seller's instructions.

10.2 Additional conditions shall apply when the Seller is in charge of the installation and/or commissioning of the equipment.

11. INTELLECTUAL PROPERTY

Both Seller and Buyer acknowledge that any information provided or received during this transaction is to be subjected to a non disclosure policy. All documents shared between the parties shall be strictly stored and shared only with relevant personal within its organisation, and shall under no circumstances be shared with anyone outside its organisation unless a written acceptance is given by the other party.