



Terms & Conditions Of Service Delivery

Anda-Olsen

1. General provisions

These general terms and provisions apply for all service and maintenance carried out by Anda Olsen, unless otherwise specified between the parties.

The purpose of these terms is to ensure mutual interests between Supplier and Buyer. Consideration has been given to mutual responsibilities, and limitations of liability under given circumstances.

1.1. Definitions

Service Contract

The written agreement, signed by the Buyer and Supplier, for the purchase of services related to periodic service and/or maintenance of a specified amount of equipment.

The Buyer

The purchaser of the services described in the service contract.

The Supplier

Provides the services described in the service contract.

Equipment

The specific object(s), that is (are) subject to service and maintenance under the Service Contract.

Overhaul

A deliberate action that has a direct or indirect impact on the equipment, environment, or conditions included in the service contract, whether positive or negative.

Written communication

Approved written communication methods are email or letter, sent to the correct person specified in the Service Contract. Text messages, handwritten notes, or other forms of written communication are not accepted in this contract.

Periodic service

Service and inspection carried out annually or more frequently to continuously ensure the status and condition of the equipment. Done to reduce the probability of downtime.

Periodic maintenance

Replacement of components or parts according to the frequency specified in the user manual/maintenance manual for the specific equipment.

1.2. Interpretation – ranking

In the event of any conflict between the provisions of this Service Contract, the various contract documents shall be given priority in the following order:

- a) The Special Terms of the Contract
- b) These General Conditions of Sales
- c) Orgalime M 17 “General Conditions for Mechanical, Electrical and Electronic Equipment”
- d) All other Appendixes to the Contract listed in the Special Terms of the Contract.

2. Scope of Service

Based on the level of service agreed upon, what is included will vary from level to level and equipment to equipment, and the scope of the service is therefore defined in the Service Contract. What is generally expressed as service will be:

- Resetting service alerts
- Cleaning the inside of the equipment
- Visual inspection of components
- Functional testing and control
- Checking parameters and limits
- Replacement of components according to interval (Periodic maintenance)
- Follow-up on maintenance records
- Reporting status and findings after service has been performed
- Follow-up on any errors and deficiencies.

Not included:

- Batteries
- Troubleshooting
- Repairs
- Parts for repairs

- Freight costs
- Work beyond Special Terms of the Contract
- Travel beyond Special Terms of the Contract

3. Price

Fixed price: Upon entering into a service contract, the hours and service parts will be included in a fixed agreed price, unless otherwise specified. In addition, the content of the fixed price will be described in each individual contract. Parts included in the Service Contract can be invoiced in year 1 or split over the number of years between each replacement interval. Parts used in addition to agreed interval changes will be invoiced separately.

The fixed price of the contract is subject to adjustment on January 1 each year, but no earlier than 121 days after entering into the contract. The price adjustment is based on the Statistisk Sentralbyrå's (Statistics Norway) KPI total index. This is done without further notice.

How to determine the price (the price is based on factors such as):

- Type of equipment included in the agreement
- The amount of work described in the user manual/maintenance manual
- The level of service desired by the Buyer
- Distance, travel time and need for overnight stays
- The amount of spare parts on hand

What is not included in the agreement:

If this is not explicitly described, it will not be included in the annual set price.

- Hours for repairs
- Troubleshooting
- Batteries
- Training
- Travel to assignments not included in the service agreement
- Aids for access to the equipment
- Hours for clearing access
- Wait time/delay upon arrival

All other work that is not specified in the Service Contract shall be paid on a time and cost basis.

4. In case of non-execution of assignment

4.1. Buyer changes the date

If the Buyer wishes to reschedule an agreed service assignment, notice must be given at least 3 business days before the agreed date. The exception applies in case of work accidents, sick leave, natural disasters, or other situations beyond the customer's control. If the Buyer fails to comply with the notification obligation and this causes significant inconvenience for the supplier, the Supplier reserves the right to carry out the assignment as agreed.

The Customer shall immediately notify the Supplier if he cannot let the Contractor carry out the service assignment at the agreed or notified time. Any agreed time for completion of the service assignment shall be extended as necessary having regard to all the relevant circumstances.

Regardless of the cause of such delay the Buyer shall reimburse the Supplier any additional costs that the latter incurs due to the delay.

4.2. Buyer cancels the assignment

Regardless of whether the assignment has been planned or not, the Supplier reserves the right to invoice an amount corresponding to the set price determined in the service agreement if the buyer cancels the assignment. If the Buyer later wishes the assignment to be carried out within the same calendar year, this shall be carried out by the Supplier free of charge, provided that the Supplier has received a notice of cancellation minimum one week before the assignment was planned.

4.3. "Extended warranty"

In case of cancellation of a service assignment by the Buyer, it may result in a breach of Special conditions for extended warranty related to the Equipment. If the Supplier is the cause of non-performance of service, the Supplier might be responsible for errors resulting from inadequate maintenance.

5. Payment

For normal execution of Periodic Service and Maintenance, invoicing will be done post-delivery of service, with a credit period as described in the Service Contract or other agreements for the customer relationship.

In case of non-payment, the Supplier reserves the right not to carry out further work or follow-up of the equipment, and may terminate the agreement after repeated reminders, including any related agreements.

If the Customer does not pay at the agreed time, the Supplier may claim interest on the amount which has fallen due for payment, in accordance with Act no. 100 of 17 December 1976 concerning interest on late payments, etc. (the Norwegian Interest Act).

6. Reporting

The Buyer shall receive a comprehensive report on the condition of the equipment, no later than 48 hours after the service has been performed. In case of any faults or deficiencies, a representative of the Supplier shall present the price and solution proposal to the best of their ability, no later than 72 hours after the service has been performed.

Reports from each service and each equipment shall be handled confidentially. The Buyer may at any time request a copy of these reports, up to 5 years after the completion of the assignment.

7. Rectification of faults

Buyer is responsible for ordering rectification of faults unless other authorizations have been given in writing. Once the repair has been ordered, the Supplier will do their best to carry out the work within 7 days, unless otherwise agreed.

If the Buyer chooses not to perform recommended repairs, the Buyer shall be responsible for downtime and costs associated with the repair, callout, and others.

8. Other work

In case of faults or deficiencies detected, or faults occurring in the period between two services, prices and discounts described in the Service Contract shall apply. If a fixed price is given for the work, this will override prices and discounts. If no prices and discounts is described in the Service Contract, the Supplier's at all times applicable rates will apply.

In case of work falling under warranty or complaint conditions, the prevailing conditions shall override other claims for remuneration.

9. Notice of defect

The Buyer shall without undue delay notify the Supplier in writing of any defect which appears in the work performed or in the parts provided by the Supplier.

If the Buyer fails to give notice of a defect without undue delay, he shall lose his rights in respect of the defect.

10. Installation and access

In addition to the Buyers obligations in accordance with Orgalime M 17 The Buyer is responsible to ensure that there is enough space for ventilation, service, and repair in and around the unit where the Equipment is installed.

The Buyer shall provide access to the Equipment and arrange for any intervention in equipment other than the Product, to the extent that this is necessary to perform service and maintenance.

11. Workplace Safety

In addition to the Buyers obligations in accordance with Orgalime M 17 The Buyer is responsible for ensuring that the workplace complies with applicable regulations for rescue routes, fire protection, first aid, and access. The Supplier reserves the right to terminate the assignment if this is not clarified or if deviations are detected. Any waiting time, return, or restart of the assignment will be invoiced as an additional cost at the applicable rates.

For hot work, the Buyer must provide necessary fire watch, both during and after the assignment is completed. If the Supplier must provide this, it will be invoiced in full.

Any internal safety courses necessary for access to the workplace shall be covered by the Buyer. Hours spent on this will be invoiced at the applicable rates unless it is agreed upon in writing beforehand.

Mandatory courses related to the work, such as FSE, AUS, IMO, Hot Work, etc., must be completed before the assignment begins and will be fully covered by the Supplier for its own employees.

For heavy lifting or challenging work positions, the Buyer shall assist as much as possible to reduce the burden on the Supplier's employees on-site. This may include the use of lifting equipment, better access routes, or other measures.

12. Competence

The Supplier commits to using only competent personnel for the execution of the service. The personnel shall have undergone necessary training and certification before the work starts. If the personnel demonstrably lack sufficient competence for the work or equipment, any errors that occur in connection with the assignment will be the Supplier's responsibility.

The Buyer commits to ensuring that auxiliary personnel have the necessary competence to perform their job as auxiliary personnel. This applies, but is not limited to, necessary courses, training, and suitability. The Supplier reserves the right to reject an auxiliary person if they demonstrably lack sufficient competence to function in their role.

13. Subcontractors and third-party actors

Neither the Buyer nor the Supplier are allowed to use subcontractors to perform the services described in the contract unless this is agreed upon in writing well in advance of the execution. In the event that this is done, the buyer of the subcontractor is responsible for ensuring that the conditions for competence are maintained.

14. Validity and binding effect

The duration of the agreement is determined in the Service Contract, which must be signed by both parties. The duration of the contract is considered binding, with certain exceptions.

If the contract is terminated without valid cause, the remaining contract sum will be invoiced in full.

The contract is only valid against the organization number listed. It cannot be transferred to others unless this is agreed upon in writing in advance.

Mutual valid reasons for termination:

- Default of payment
- A petition is filed, a notice is given, a resolution is passed, or an order is made for the winding up or bankruptcy of the other party
- Relocation of physical address
- Deliberate breach of safety
- Material breach of the other party's obligations under the contract

At the expiration of the contract period, the contract will automatically renew for one year from the expiration date. For termination before automatic renewal, written notice must be given at least 2 months before the renewal date.

15. Force Majeure

Both parties are exempt from liability for events that cannot be controlled by the parties. This includes accidents, war and conflict, bankruptcy of subcontractors, natural disasters, embargoes, sanctions, or other areas that could not have been foreseen at the time of the contract's conclusion.

If Force Majeure is invoked, the parties have the right to postpone the services and deliveries free of charge until a solution is expected.

For situations that are commonly known, this clause cannot be invoked.

Notification must be given in writing as soon as the circumstances are known.