

Sales Terms and Conditions

1. General
 - 1.1. Any delivery or sale of products or tools (“Goods”) by iNgeering as the seller to the customer (“Customer”) shall be subject to the Terms and Conditions stated herein.
 - 1.2. iNgeering reserves the right to change these Terms and Conditions at any time without prior notice. In the event that any changes are made, the revised terms and conditions shall be posted on this website immediately. Please check the latest information posted herein to inform yourself of any changes.
2. Prices
 - 2.1. All prices are quoted in EUR, unless otherwise indicated.
 - 2.2. The prices quoted in the order confirmation of iNgeering shall solely apply. Additional services will be invoiced separately.
 - 2.3. All prices are quoted as net prices and do not include value added tax, which is to be paid additionally by Customer in the amount specified by applicable law.
 - 2.4. Unless otherwise expressly agreed, the prices are quoted ex works of the iNgeering company using these Terms and Conditions. Customer shall bear all additional freight costs, packing costs in excess of standard packing, public fees (including withholding taxes) and duties.
3. Delivery
 - 3.1. Unless otherwise expressly agreed, iNgeering shall deliver ex works Stavanger, Norway (EXW INCOTERMS 2010) of the iNgeering company using these Terms and Conditions.
 - 3.2. Delivery time starts from the moment an order is accepted and full payment received.
 - 3.3. If at any time iNgeering has reason to believe that the delivery date shall not be met, written notice setting forth the cause of delay and the best probable delivery date must be given promptly to Customer.
 - 3.4. iNgeering may perform partial deliveries and render partial services if such action would not unreasonably affect Customer.
 - 3.5. iNgeering reserves the right to revoke delivery, after acceptance of the offer by the other party, within ten (10) working days without specifying any reasons. Customer will get refund of a completed payment within 7 (seven) days.
 - 3.6. All sales items shall be packaged in accordance with iNgeering’s documented standards. The packaging costs will be borne by Customer unless agreed otherwise in writing.
4. Acceptance of Goods

- 4.1. Customer shall immediately, upon receipt of Goods, check the Goods against the packing lists, and examine them in accordance with provided and available information.
 - 4.2. Claims regarding transportation damage and/or missing packages shall be made and proved upon receipt of Goods to the freight forwarder.
 - 4.3. Claims regarding insufficient contents of packed Goods shall be made to iNgeering upon receipt of Goods and no later than three (3) days after arrival, specifying the discrepancies.
 - 4.4. Customer shall test the Goods as soon as practically possible after installation and unless otherwise agreed no later than within three (3) days after installation.
5. Shipment, Passing of Risk
 - 5.1. Unless otherwise expressly agreed, shipment shall always be carried out at Customer's risk. The risk of loss shall pass to Customer as soon as the Goods depart iNgeering's point of origin.
 - 5.2. If a shipment is delayed for reasons to be attributed to Customer, the risk of accidental deterioration, loss and destruction shall pass to Customer on notification of iNgeering' readiness to ship. Required storage costs after passing of risk shall be borne by Customer. This shall not affect any other claims.
 - 5.3. The following documentation is included with Goods: invoice, packing list and assembly sheet. Technical documentation as data sheet and assembling procedure could be downloaded from the company's website. Any additional documentation could be provided at extra charge.
6. Invoicing and Payment
 - 6.1. Payment shall be made in full within 7 (seven) days from the date of the invoice. Payment should be considered to have been made on the day the payable sum is received by iNgeering.
 - 6.2. If payment is not received within the deadline, an email notification is sent and the order will be terminated without further consequences for both parties.
7. Warranty
 - 7.1. Goods claimed to be defective shall be returned to iNgeering for examination in their original or equivalent packaging. iNgeering shall remedy defects if the warranty claim is valid and within the warranty period. It is at iNgeering's discretion whether iNgeering remedies the defect by repair or replacement. iNgeering shall only bear the costs necessary to remedy the defect.
 - 7.2. iNgeering shall be entitled to refuse to remedy defects in accordance with iNgeering' statutory rights. iNgeering may refuse to remedy defects if Customer has not complied with iNgeering's request to return Goods claimed to be defective.
 - 7.3. Specifications of iNgeering' Goods, especially pictures, drawings, data about weight, measure and capacity contained in offers and brochures are to be

considered as average data. Such specifications and data shall in no way constitute a quality warranty but merely a description or labelling of Goods.

- 7.4. iNgeering shall not accept any liability for defects in Goods supplied if they are caused by normal wear and tear.
 - 7.5. Any warranty shall be void if operating or maintenance instructions are not observed, if changes are made to deliveries or services, if parts are replaced or materials used that are not in accordance with the original product specifications by iNgeering, unless Customer can show that the defect in question resulted from another cause.
 - 7.6. The limitation period for claims for defects shall be six (6) months.
8. Confidentiality
 - 8.1. All information obtained by iNgeering in the course of and in connection with the Agreement concerning Customer, shall be held confidential by iNgeering and shall remain the property of Customer and shall not be disclosed by any iNgeering to any third party without the prior written consent of Customer.
 - 8.2. iNgeering points out that personal data in relation to the contractual relationship may be stored by iNgeering.
9. Property rights
 - 9.1. Neither Customer nor iNgeering shall have the right of use, other than for the purposes of the Terms and Conditions, whether directly or indirectly, of any patent, copyright, proprietary right or confidential know how, trademark or process provided by the other party and the intellectual property rights in such shall remain with the party providing such patent, proprietary right, copyright or confidential know how, trademark or process.
10. Patents
 - 10.1. All copyrights, design rights, patents and related applications arising out of and developed in connection with the Terms and Conditions shall vest exclusively in iNgeering.
11. Force Majeure
 - 11.1. Neither Party shall be responsible for any failure to fulfil any term or condition of the Terms and Conditions if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence whether or not foreseeable at the time of entering into the Terms and Conditions.
 - 11.2. The term “force majeure”, as used herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, terrorist acts, (whether actual, threatened or reasonably perceived), acts of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, fires, floods, civil disturbances, explosions and any other causes not within the control of the party claiming a

suspension, which by the exercise of reasonable diligence such party shall not have been able to avoid or overcome. For the avoidance of doubt, industrial disputes solely amongst the employees of either of the parties shall not constitute force majeure.

12. Change of design

12.1. iNginering expressly reserves the right to change or modify the design and construction of any of its Goods without obligation to furnish or install such changes or modifications on Goods previously or subsequently sold.