



# STANDARD TERMS AND CONDITIONS OF SALE AND DELIVERY

CreoNordic AS – 2026

## SUMMARY

This document sets out CreoNordic AS' Standard Terms and Conditions of Sale and Delivery for 2026. It defines the commercial and legal framework for all deliveries, including pricing structure, scope changes, delivery terms, liability, warranty and compliance with applicable regulations. The purpose is to ensure clarity, predictability and a balanced allocation of risk in all contractual relationships with CreoNordic AS

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## 1. General Provisions

These Terms and Conditions of Sale and Delivery shall apply to all sales and deliveries from CreoNordic AS ("Seller").

For works and deliveries, NS 8411 and NS 8412 shall apply to the extent relevant, together with the Seller's quotation, order confirmation and these Terms and Conditions, which collectively constitute the contractual basis.

These Terms shall prevail over any conflicting terms of the Buyer unless otherwise expressly agreed in writing.

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## 2. Offers

Prices are valid for one (1) month from the date of the quotation unless otherwise stated.

All prices are unit prices in NOK and exclusive of VAT unless otherwise specified.

All prices are based on the total quantity stated in the quotation being ordered in one complete delivery.

Prices exclude freight unless otherwise agreed.

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## 3. Reservation Regarding Complete Delivery and Pricing Basis

All quotations and stated prices are based on a complete and combined delivery in accordance with the quotation specifications.

Unit prices and partial prices are calculated on the assumption that the entire scope of delivery is ordered.

The Buyer may not unilaterally reduce the scope of delivery while maintaining the originally quoted unit or partial prices. If the Buyer requests changes, including removal of individual products or components, Seller reserves the right to proportionally adjust prices and other contractual terms.

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## 4. Changes After Contract Formation (Change Orders)

Any changes to the agreed delivery after contract formation must be agreed in writing between the parties.

This applies to changes in scope, specifications, progress schedule, sequence, as well as removal of products or components.

If the Buyer requests changes, including reduction of scope, Seller is entitled to adjust prices, delivery schedule, allocation of resources and other contractual terms to the extent the change affects the delivery.

Originally agreed unit and partial prices shall not automatically apply in case of reduced or altered scope.

No change shall be binding unless confirmed in writing, including agreement on price and time consequences.

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## 5. Order Confirmations

The Buyer is responsible for reviewing the order confirmation, including glass orders with dimensions and dimensioned drawings.

Any objections must be submitted within twenty-four (24) hours. If no objections are raised within this period, the order confirmation shall be deemed accepted.

Oral agreements or representations shall only be binding if confirmed in writing by Seller.

If the order confirmation deviates from these Terms, the order confirmation shall prevail.

Seller assumes no responsibility for the suitability of the product for a particular purpose unless explicitly informed of such intended use in writing.

If products are manufactured in accordance with Buyer's specifications, Buyer assumes full responsibility for the suitability and application of the product.

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## 6. Measurements

All dimensions are stated as width x height.

Glass dimensions are exact glass dimensions in millimeters (mm), unless otherwise specified.

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## 7. Drawings and Technical Documentation

Drawings must be prepared in such a manner that they can be sent directly to production.

Net glass dimensions must be specified in the order form.

Hand-drawn sketches may be accepted subject to review and approval.

If Seller must prepare production drawings based on sketches, a preparation fee of NOK 250 per drawing will be charged.

Seller reserves the right to extend delivery times in case of changes.

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## 8. Execution

Products are manufactured in standard professional factory quality.

Profiles, construction details and material selection follow the manufacturer's current standards unless otherwise agreed in writing.

Any deviations must be expressly stated in the order confirmation to be binding.

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## 9. Product Liability

Seller shall not be liable for:

- Damage to real or movable property occurring while the product is in Buyer's possession.
- Damage to products manufactured by Buyer or products into which the delivered products are incorporated.

Seller shall not be liable for indirect losses, including but not limited to loss of profit, production loss or consequential damages.

The above limitations do not apply in cases of gross negligence or wilful misconduct.

Seller's total liability under any contract shall in all circumstances be limited to the value of the specific delivery concerned.

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## 10. Compliance with TEK17 and NS 3510:2015 – Design Responsibility and Documentation

Deliveries are subject to the Norwegian Planning and Building Act (PBL), the Building Regulations (TEK17), and NS 3510:2015.

Glass type selection, dimensioning and application class shall comply with NS 3510:2015 unless compliance is documented through alternative valid testing.

Testing must be conducted on a complete glass wall system including profiles and components as a unified construction.

CreoNordic's systems have been tested by SINTEF in accordance with NS 3510:2015.

Guarantee, declaration of performance and compliance documentation apply only where the complete glass wall system, including all components, is supplied by CreoNordic.

If any glass, profiles or other components are supplied by the Buyer or third parties, the solution shall not be considered part of Seller's tested system. In such case:

- The Buyer or responsible designer assumes full design and documentation responsibility.
- All guarantees and compliance responsibilities from Seller cease.
- Seller shall not be liable for non-compliance or failure resulting from deviation from the tested system.

Any deviation from the tested configuration voids the SINTEF documentation unless new documentation is obtained.

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## 11. Delivery and Shipment

Delivery shall be EX WORKS (Incoterms 2020) from Seller's factory or warehouse unless otherwise agreed in writing.

Buyer shall ensure appropriate unloading facilities at the delivery location.

Products are deemed delivered when handed over to Buyer.

If Buyer fails to collect goods at the agreed time and has received notice, Seller may charge storage fees of NOK 750 per pallet per day until collection.

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## 12. Payment from Abroad

All costs related to international payments shall be borne by the Buyer, including but not limited to bank charges, correspondent bank fees, SWIFT fees and currency exchange costs.

Payment shall be made under payment term OUR (all charges borne by the sender), ensuring Seller receives the full invoiced amount without deductions.

Any shortfall will be re-invoiced to Buyer.

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## 13. Delivery Time

Delivery times follow the order confirmation.

Seller shall not be liable for delays caused by force majeure, strikes, transport obstacles, machine breakdowns, material shortages or other circumstances beyond Seller's control.

Delays do not entitle Buyer to terminate the contract unless statutory conditions for termination are met.

If delay is caused by Buyer, payment shall fall due as if delivery had taken place as agreed.

Interest of 1.2% per commenced month shall apply to overdue amounts.

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## 14. Freight Costs

Unless otherwise agreed, prices are EXW in accordance with Incoterms 2020.

Buyer bears freight costs.

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## 15. Packaging and Racks

Returnable racks and pallets are subject to deposit arrangements where agreed.

Returns are at Buyer's expense.

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## 16. Transport Damage

Buyer shall inspect goods upon receipt.

Damage must be noted on the freight document.

Hidden damage must be reported in writing immediately and no later than seven (7) days after delivery, and before installation or processing.

Failure to comply may result in loss of claim.

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## 17. Payment Terms

Net 20 days unless otherwise agreed.

Title to goods remains with Seller until full payment has been received.

Seller retains a security interest in the delivered goods.

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## 18. Inspection

Visual defects must be clearly visible from at least three (3) meters in normal daylight.

Further processing of the goods voids the right to claim.

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## 19. Complaints

Any defect must be reported in writing within fourteen (14) days after discovery (seven (7) days for transport damage).

Unjustified complaints may be invoiced.

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## 20. Warranty

Warranty is void if:

- Installation is not properly executed.
- Goods are not stored properly.
- Defective goods are installed before inspection.

- Goods are further processed after receipt.
  - Compensation shall not exceed the product price.
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## 21. Rental Production

All rental production is at Buyer's risk and expense.

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## 22. Disputes

This agreement shall be governed by Norwegian law.

Disputes shall be settled by arbitration in Tønsberg, Norway, unless otherwise agreed.

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## 23. Applicability

These Terms apply to all sales.

Mandatory provisions of consumer protection legislation shall prevail where applicable.

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