

CreoNordic AS

Standard Terms and Conditions of Sale and Delivery

Effective from: 13 April 2026

Applies to	All sales from CreoNordic AS
Org. no.	998 467 888
Contact	ordre@creonordic.no
Complaints portal	creonordic.no/reklamasjon
Jurisdiction	Tønsberg

These terms apply to all deliveries from CreoNordic AS, unless otherwise expressly agreed in writing. NS 8411 and NS 8412 form the technical basis for our work and deliveries, together with the offer letter and these terms of sale and delivery.

TABLE OF CONTENTS

Innhold

1. General Provisions	2
2. Offers	2
3. Reservation Regarding Complete Delivery and Pricing Basis	2
4. Changes After Contract Formation (Change Order)	2
5. Order Confirmations	3
6. Measurement Specifications	3
7. Working Drawings	3
8. Execution	3
9. Product Liability	3
10. Requirements Under TEK17 and NS 3510:2015	4
A) Regulations and Standards	4
B) Design According to Standard	4
C) Documentation Through Testing	4
D) CreoNordic AS System Test	4
E) Conditions for Warranty and Liability	4
G) Customer-Supplied or Third-Party Components	4
H) Deviations from the Tested Solution	5
11. Delivery and Dispatch	5
12. Payment from Abroad	5
13. Delivery Time Point	5
14. Delivery Time	6
15. Freight Costs	6

16. Rack and Packaging Costs	6
17. Freight Damage	6
18. Payment Terms.....	6
19. Inspection	6
20. Complaints.....	7
21. Delay and Liability	7
22. Warranty Work and Cost Price	7
23. Right to Make Complaints	7
24. Contract Manufacturing.....	7
25. Disputes.....	8
26. Applicability	8

1. General Provisions

These terms and conditions of sale apply to all sales from CreoNordic AS. NS 8411 and NS 8412 apply to our work and deliveries, and together with the offer letter and these delivery and sales terms constitute our complete offer.

These terms of sale take precedence over all other terms, unless otherwise expressly agreed in writing.

2. Offers

- Prices are valid for 1 month from the offer date, unless otherwise stated.
- All prices are unit prices in NOK excl. VAT, unless otherwise specified.
- All prices presuppose the total quantity in the offer in a single delivery.
- Prices are without freight, unless otherwise agreed.

3. Reservation Regarding Complete Delivery and Pricing Basis

Offers and stated prices are based on a complete and full delivery in accordance with the offer specification. Unit prices and partial prices are calculated on the assumption that the entire delivery is ordered.

The customer cannot unilaterally reduce the scope of delivery and simultaneously invoke the originally offered unit or partial prices. If the customer wishes to change the scope of delivery – including removing individual products or components – CreoNordic reserves the right to make a proportional adjustment of prices and other terms.

4. Changes After Contract Formation (Change Order)

Any change to the agreed delivery after contract formation must be agreed in writing between the parties. This includes, among other things, changes in scope, specifications, progress, sequence, as well as removal of individual products or components.

If the customer requests changes – including reduction of the delivery scope – CreoNordic has the right to adjust prices, progress plan, resource allocation, and other contractual terms to the extent that the change affects the delivery. Originally agreed unit and partial prices do not automatically apply to a reduced or modified delivery.

Changes are not binding on CreoNordic until written confirmation is in place, including clarification of any price and time consequences.

5. Order Confirmations

The customer is always responsible for checking the order confirmation, including glass orders with dimensions and dimensioned drawings.

If the customer wishes to make objections to the order confirmation, this must be done within 24 hours. If objections are not raised within the given time, the customer has accepted the order confirmation.

Verbal information or agreements are only binding on the seller if repeated in writing.

If the order confirmation deviates from the terms of sale and delivery, the order confirmation shall prevail.

CreoNordic AS bears no responsibility for the product being usable as the buyer assumes, if the seller has not received clear and sufficient information that the product is to be used for a specific purpose. If the goods are manufactured according to the buyer's instructions, or someone acting on behalf of the buyer, the buyer bears the risk of the goods' suitability.

6. Measurement Specifications

- All measurements are stated as width × height.
- Glass measurements are considered exact glass measurements in mm, unless otherwise specified.

7. Working Drawings

When ordering and submitting offers, drawings must be prepared in such a way that they can be sent directly to production. Net measurements for the glass must be stated in the order form.

Dimensioned hand drawings are accepted after review and approval. In cases where the drawn line is supplemented with corrections in the form of text, the template document will not be accepted.

CreoNordic AS charges a setup fee of NOK 250 excl. VAT per drawing if a drawing must be produced from a sketch before production can begin.

In the event of changes, CreoNordic has the right to an extension of delivery times.

8. Execution

The delivered products are executed in ordinary craftsman quality as a factory product.

Profiles, detailed constructions, and material choices are the producer's current standard. Deviations must, to be valid, be noted on our order confirmation.

For reorders, the previous order number must be provided to ensure identical construction. Reference is also made to the Glass and Facade Association's recommendations and applicable EN standards.

9. Product Liability

CreoNordic AS is not liable for damage caused by the sold goods:

- To real property or movable property that occurs while the sold goods are in the buyer's possession.

- To products manufactured by the buyer, or to products in which these are included, or for damage to real property or movable property that these products cause as a result of the sold goods.

CreoNordic AS is not liable for operational loss, lost profits, or other economic consequential losses.

The aforementioned limitations do not apply if the company is guilty of gross negligence.

If a third party makes claims against one of the parties for liability under the above point, that party shall immediately notify the other.

CreoNordic AS and the buyer are mutually obligated to be sued at the court or arbitration tribunal dealing with claims for damages raised against one of them on the basis of damage or loss alleged to have been caused by the sold goods.

CreoNordic's total liability under the agreement is limited to the value of the relevant delivery, unless the damage is due to gross negligence or intent. CreoNordic is not liable for indirect losses, including lost profits, production losses, or consequential damages.

10. Requirements Under TEK17 and NS 3510:2015

A) Regulations and Standards

Deliveries are subject to the requirements of the Planning and Building Act (PBL) with associated technical building regulations (TEK17), including NS 3510:2015 'Safety glazing in buildings – Requirements for design and classes for different areas of use'.

B) Design According to Standard

To meet applicable regulatory requirements, the choice of glass type, dimensioning, and application class must be in accordance with the requirements and tables specified in NS 3510:2015, unless documentation is provided through an alternative, valid testing basis as described in point C.

C) Documentation Through Testing

As an alternative to table-based design, compliance can be documented through testing of the glass wall construction in accordance with the load requirements in NS 3510:2015. Such testing must have been carried out on a complete glass wall construction, where glass is mounted in associated profiles/frames and other system components, and tested as a complete construction.

D) CreoNordic AS System Test

CreoNordic AS has had its glass wall systems tested at SINTEF in accordance with the load requirements in NS 3510:2015. The testing basis applies exclusively to the system solution and component combinations included in the tested construction.

E) Conditions for Warranty and Liability

Warranty, declaration of performance, and documented compliance with NS 3510:2015 and TEK17 from CreoNordic AS require that:

- The complete glass wall system is delivered by CreoNordic AS, and
- All components in the construction – including, but not limited to – glass, profiles, gaskets, fasteners, and other system details are included in CreoNordic AS's delivery.

G) Customer-Supplied or Third-Party Components

If glass, profiles, or other components are wholly or partly supplied by the customer or a third party, the solution is not considered CreoNordic AS's tested system. In such cases:

- The customer or responsible designer assumes full design and documentation responsibility for ensuring the solution meets the requirements of TEK17, PBL, and NS 3510:2015.
- Any warranty, documentation obligation, and liability from CreoNordic AS relating to the construction's performance, compliance with the standard, and fulfillment of regulatory requirements lapses.
- CreoNordic AS cannot be held liable for failure, deviations, or lack of regulatory approval resulting from changes to or deviations from the tested system.

H) Deviations from the Tested Solution

Any change in dimensions, glass type, fastening, profile design, or other structural conditions that deviate from the tested system solution means that the documentation from SINTEF cannot be invoked, unless new documentation is available.

11. Delivery and Dispatch

Delivery terms	EX WORKS – from seller's factory or warehouse (Incoterms 2020)
Transport	Arranged by CreoNordic, unless otherwise agreed
Forklift	The buyer must ensure that a forklift is available at the delivery location
Storage fee for delayed collection	NOK 750 excl. VAT per pallet per day

- The customer must give written notice in good time if transport cannot be carried out as CreoNordic has specified.
- The products are delivered when handed over to the buyer. If the parties have agreed on free loaded, delivery occurs only when the products are loaded onto the agreed means of transport.
- If the products are not collected at the agreed time and the buyer has received notice, CreoNordic will invoice a storage fee.

12. Payment from Abroad

For payments from abroad, all costs and fees related to the transfer shall be borne by the buyer. This includes, but is not limited to, bank fees, correspondent bank fees, SWIFT fees, currency exchange costs, and other payment-related expenses.

Payment must be made with the payment condition OUR (all fees paid by the sender), so that the seller receives the full invoice amount without deductions.

If the seller is charged fees or receives a reduced amount, the difference will be subsequently invoiced.

13. Delivery Time Point

Dispatch takes place in accordance with the time specified on the order confirmation. Reservations are made for force majeure, lockout, transport obstacles, machine breakdowns, material and manufacturing defects, delays of raw materials, strikes, and other obstacles beyond CreoNordic's control. Raw material shortages and delivery failures from CreoNordic's suppliers also exempt CreoNordic from liability.

Delays do not give the right to cancellation unless the conditions for cancellation under the Sale of Goods Act are met. Delivery time is always calculated from the time when CreoNordic has had all technical questions clarified by the buyer and any advance payment has been received.

If postponement occurs due to the buyer, the amount is still due for payment from the day delivery should have taken place. The amount is charged at 1.2% interest per commenced month.

14. Delivery Time

Delivery takes place to the confirmed delivery address.

- The buyer is responsible for ensuring that a fully loaded truck can drive to the unloading site in a safe manner, and that it is possible to unload from the truck.
- Waiting time and unnecessary prolongation of unloading time are charged to the buyer.
- The buyer is responsible for ensuring that a person is present at delivery, and for any assistance with unloading.

15. Freight Costs

Unless otherwise agreed, prices are EXW in accordance with Incoterms 2020. This means that the buyer pays freight from the seller's warehouse/factory.

16. Rack and Packaging Costs

If specifically agreed between the buyer and CreoNordic, racks are subject to a deposit scheme. The same applies for credit for pallets if these are returned to the seller's warehouse in good and acceptable condition. Any return is at the customer's expense.

17. Freight Damage

The buyer must check the goods for freight damage and quantity before signing for receipt. If there is damage to the goods, or if the number of packages does not match what is stated on the consignment note, this must be noted on the consignment note.

NB: Signing without remarks for receipt of damaged goods means that the right to make a complaint is forfeited.

In case of concealed freight damage, a complaint must be made in writing immediately, and no later than 7 days after delivery – always before installation and any processing.

18. Payment Terms

Net per 20 days unless otherwise agreed.

Delivered goods remain the property of CreoNordic until the full invoice amount has been paid.

CreoNordic AS holds a vendor's lien on the delivered goods.

19. Inspection

Impurities, stains, and other defects must be clearly visible from at least 3 m distance, in ordinary daylight (a uniform, overcast sky without direct sunlight). Impurities that are only visible at a certain time of year or a certain time of day will not be accepted as a complaint.

For other products, the warranty is in accordance with the Consumer Purchases Act/Sale of Goods Act.

If the goods have been further processed after receipt, the right to make complaints lapses.

20. Complaints

If there is a defect in our products, a written complaint must be made as soon as possible via the complaint form at creonordic.no/reklamasjon or to reklamasjon@creonordic.no, and no later than 14 days (7 days for freight damage) after the defect/fault is discovered. If a complaint is not made in time, the right to invoke the defect is forfeited.

The seller will invoice its costs for unjustified complaints.

21. Delay and Liability

In case of delay, the penalty provisions in NS 8411/8412 apply as the main rule and as the exhaustive regulation of the buyer's financial compensation.

In case of defect or other breach of contract, the buyer may claim compensation for foreseeable direct losses within the framework of NS 8411/8412. Indirect losses are not compensated unless the supplier has shown gross negligence or intent.

Liability limitations follow from the provisions of NS 8411/8412.

22. Warranty Work and Cost Price

If the buyer demands investigation or rectification of alleged defects, and it turns out that the matter does not constitute a defect for which the supplier is responsible, the supplier has the right to invoice the work at cost price.

Cost price shall include:

- Actual wage cost for time spent, including social costs.
- Direct costs related to the work (including materials, travel, equipment, etc.).

No mark-up or profit shall be calculated.

For work where documentation of actual wage costs is not available, a guideline hourly rate of NOK 400 excl. VAT may be used.

If higher rates are used, these must be specifically documented and must at minimum include:

- Actual wage cost including social costs.
- Specification of direct costs.
- Account of any elements that may be considered as mark-up or profit.

23. Right to Make Complaints

The right to make complaints lapses if:

- Installation has not been carried out correctly.
- The goods have not been stored dry and safely.
- Goods with damage or defects are installed before inspection and any rectification has been carried out.
- The goods have been further processed after receipt.

Accepted complaints will either be rectified, replaced with a new product, or a price reduction granted. Compensation can never exceed the price of the goods.

24. Contract Manufacturing

All contract manufacturing takes place at the customer's risk and expense.

25. Disputes

Disputes arising from this agreement are governed by Norwegian law and at the seller's legal venue (Tønsberg).

Disputes are resolved by arbitration where the parties each appoint an arbitrator, who together appoint the district court chief justice in Tønsberg as umpire. These resolve the case after a maximum of two written submissions from each party, and within 1 month. The parties cover their own costs and share the tribunal's costs regardless of outcome.

26. Applicability

The terms apply to all purchases, but yield to the Consumer Purchases Act where there is a conflict and where the Act is mandatory.

CreoNordic AS | Vear, 13 April 2026 | www.creonordic.no

These terms were last revised April 2026.