

## **General terms and conditions of business, Invicta AS**

### ***Parties to the Agreement***

These general terms and conditions apply to all services delivered by Invicta AS, Trondheimsveien 436B, NO-0962 Oslo, Norway, org. no. 936420133, hereafter referred to as “Invicta” and its principal, hereafter referred to as “the Client”. The Client means those businesses, organizations and private individuals from whom the assignment originates.

Unless otherwise agreed in writing, Invicta takes on services in accordance with, and consequently all service offerings and service offers are subject to, these terms and conditions.

### ***Services***

Invicta's services encompass business activities relating to laboratory services and consulting services in related areas, training and sales of components relating to sampling.

The Company's standard services are as follows:

- The sale and execution of analysis services
- Consulting
- Training
- The sale of sampling equipment

All services delivered by Invicta must correspond to:

- The Client's instructions where these exist, confirmed by Invicta
- Invicta or the Client's standard order form (PO/Order), where such is used
- Prevailing industry customs, habits or practice

- Methods/analyses that Invicta believes provide a suitable technical, operational and/or economic basis to optimally satisfy the customer's needs.

Invicta prepares reports that reflect objective observations and measurements for received samples, which have been prepared with the due care subject to the limitations that apply to the received instruction. Invicta is not obliged to refer to or report other matters or circumstances not covered by the instructions that have been received from the Client. Any documents that reflect agreed obligations between the Client and third parties, shall, if Invicta receives these, be deemed to be for information only and shall not extend or limit Invicta's duties and obligations.

Invicta has the right to fulfil its obligations in accordance with this Agreement itself, or using an independent subcontractor. Invicta agrees to only use suitably qualified and, where stipulated, accredited subcontractors.

Invicta agrees to display due care and skill in executing services and only assumes liability if the Client can demonstrate undue care on the part of Invicta. Invicta does not perform sampling and all results solely relate to the object that has been sampled.

### ***The Client's responsibilities/obligations***

The Client agrees to:

- Ensure that Invicta receives samples and other relevant information in connection with the assignment in good time so that the required services can be performed efficiently

Invicta may invoice customer time spent to collect sample information required to carry out the scope of work. This cost to be minimum ½ hour at list price.

- Correctly mark orders in accordance with the Client's internal guidelines (examples of which include, but are not limited to; principal, the department, responsible officer, order number, contact persons or other ID no. or name of the assignment that are required to approve the assignment)
- Ensure that the analysis report(s) is (are) not copied or distributed in uncompleted form without Invicta's approval
- Pay all costs Invicta incurs for its services and goods in their entirety, and no later than the applicable due date on the invoice

## ***Prices and invoicing***

Prices apply for samples delivered to Invicta's laboratory at Trondheimsveien 435B, Oslo. The delivery time of the sample results is calculated from the day after the sample(s) is (are) received and registered at Trondheimsveien 436B. An extra fee will be charged for urgent assignments that require quicker processing than normal. Prices will vary depending on the assignment, its scope and the degree of urgency, as well as the extent to which Invicta performs work on Saturdays, Sundays or public holidays. The Client shall always be notified of these extra costs before the assignment is received and registered, or at the latest before Invicta performs the assignment.

Invicta's prices are stated exclusive of VAT. The Client is liable for, and shall pay, the applicable VAT in Norway or other jurisdictions.

The payment deadline is normally 15 days from the invoice date, unless otherwise agreed in writing. Amounts that are not paid on maturity will incur late payment interest at the prevailing rate in accordance with the Norwegian Act relating to Interest on Overdue Payments etc. Any complaints about our invoices must be sent to us in writing no later than one month after the invoice date.

## **Confidentiality**

Information that Invicta receives from the customer in connection with the assignment or that the customer designates as confidential shall be processed by Invicta as confidential, unless otherwise agreed. A similar duty rests with the Customer.

## ***Liability***

The liability of Invicta or of Invicta's employees or subcontractors to the Client in respect of claims in connection with losses, damages or expenses of any nature and irrespective of how these have arisen, shall not under any circumstances exceed an overall total that corresponds to fifteen (15) times the due fee for the services in accordance with the contract/PO that has given rise to such claims, unless otherwise agreed.

The Client guarantees to indemnify Invicta and its employees against claims from third parties relating to losses, damages or expenses of any nature, irrespective of how these have arisen, in connection with the performance, alleged performance or defective performance of any service, to the extent that such a claim relating to an individual service in total exceeds the threshold stated under the item "Liability" in the paragraph above.

Samples in transport are not defined as received, and therefore not covered by Invicta AS liability. Samples stored in sample cabinet outside our facilities are not covered by Invicta AS liability.

Comments on reports are done with good intentions based on our knowledge and experience. Invicta is not responsible for the actions carried out by the end user, even if based on our comments.

### **General**

Invicta AS's laboratory work after ISO 17025 guidelines.

Invicta AS is not liable for the loss of samples or equipment attributable to force majeure. This also applies to samples on their way to the laboratory.

Invicta normally stores residual samples for seven days after performing analyses, unless otherwise agreed in writing or other regulations apply. The Client is not notified of destruction. Invicta archives the analysis results for a minimum of 7 years.

These terms and conditions are governed by the laws and courts of Norway. Any conflicts that arise in connection with a contract to which these terms and conditions apply shall be subject to Norwegian judicial jurisdiction. These terms and conditions of business are available in a Norwegian and an English version. In the event of any conflict or inconsistency, the Norwegian version shall prevail.

### **Analysis / Tests**

Each analysis in the report issued is either an industry recognized method like ASTM, ISO, NS or similar if listed, or an internal method if named SOP or AM. Further information on each analysis / test is available on request. Changes in deviation for tests will be published on our web pages [invicta.no](http://invicta.no).

By sending samples to Invicta, the sender accepts the presentation of results in a less detailed way on the web portal ILUM Access and the app ILUM Mobile

### **Amendments**

Invicta may amend these terms and conditions. The prevailing version of these terms and conditions will be displayed on our website, [www.invicta.no](http://www.invicta.no). Any amendments enter into force when the amended version is published on our website, [www.invicta.no](http://www.invicta.no).