

General Terms and Conditions

Purpose and Definition

These Terms and Conditions define the collaboration between the Seller Northern.no AS, hereinafter referred to in this document as “Northern”, and the Reseller. These Terms and Conditions take precedent over any oral or written agreement, quote, order confirmation, or invoice.

The term Reseller is used in this document to describe a company which buys products from Northern with the purpose of reselling them to a Customer. Any Reseller must obtain written permission to sell Northern’s products. These Terms and Conditions define the Reseller’s non-exclusive rights to sell Northern’s products in a limited geographical area as agreed with Northern. In addition, a written confirmation must be issued by Northern specifying the right to sell Northern’s products online. Resellers offering Northern’s products online are regulated by additional Terms and Conditions for e-commerce as specified in this document.

The term Customer used in this document is intended to describe a person or company purchasing Northern’s products from the Reseller.

The terms “product”, “item” or “goods” used in this document refer to Northern’s Stock Keeping Units (SKU). SKUs refer to a certain product number in Northern’s Price List.

Northern’s current official Price List is the Recommended Retail Price List published on Northern’s website, www.northern.no, hereafter referred to as Northern’s Price List.

Commercial Restrictions

Northern is a high-end design brand which requires all Resellers to present the brand and our products in accordance with high standards of similar high-end design brands. Northern will continuously assess the Reseller both qualitatively and quantitatively to evaluate and determine the Reseller’s continued right to represent the brand and sell Northern’s products.

The Reseller’s business must always be conducted in a highly professional manner. The Reseller shall comply with all applicable laws, rules and regulations of government and other bodies, both nationally and internationally, including

classifications requirements, laws, rules and any other regulations or policies which apply in the location where the sales, services and operational work is performed by the Reseller. The Reseller shall ensure that subcontractors and employed personnel adhere to the same strict legal adherence and these same terms & conditions set by Northern when relevant and applicable.

Northern reserves the right to define which of its products categories the Reseller may exhibit, promote, and resell. A Reseller must obtain a written confirmation from Northern to sell categories as specified by Northern.

The Reseller has the right to sell only the products listed in Northern's Price List. Northern reserves the right to discontinue products at any point in time. See Northern's website for reference.

The Reseller can purchase products only from Northern directly, via a licensed agent, or from a licensed distributor, depending on Northern's market-specific setup. Contact Northern for further information about each market.

The Reseller has no right to act in Northern's name, nor to enter into any agreements with any third party on Northern's behalf.

International distribution

The Reseller can actively promote and resell Northern's products internationally only as agreed with Northern in writing, and only from the country where the Reseller's legal entity is officially registered. Resellers are not allowed to actively promote and resell Northern's products in markets serviced by exclusive distributors. Resellers are not allowed to promote or resell Northern's products to countries or regions which require certification, import documentation, or local governmental approvals not provided as standard by Northern and specified on the Northern website, nor to countries or regions which adhere to other technical standards than the standards offered by Northern and specified on the Northern website. The Northern standard products are CE approved only and can only be sold in countries which accept this standard. If any Northern items are promoted, resold, or distributed elsewhere, it will be at the Reseller's sole risk and liability.

If the Reseller maintains subsidiaries, or establishes or acquire separate legal entities in other countries than the country where the Reseller's legal entity is officially registered, including third party sub-contractors, these new entities have to be separately approved as a Reseller in writing by Northern before any exhibit, promotion, or resale of Northern's products may occur. Northern withholds the full right to refuse to accept trade with such entities.

The Reseller's Obligations

The Reseller is required to set an annual sales target in cooperation with Northern describing the minimum annual sales required to uphold the Reseller's right to sell Northern's products under the current agreement the Reseller has with Northern.

The Reseller is obligated to actively promote and sell Northern's products at the Reseller's own expense. Northern's brand and products must always be presented and displayed as a high-end design brand, and communicated correctly to Customers in accordance with the latest versions of the Northern brand and product data available, which is published on Northern's website, www.northern.no, with updated information about key features such as product information, technical specifications, price, designer, images, and all other relevant data as published by Northern.

The Reseller is furthermore required to utilize the most recent brand and marketing material published by Northern for any type of promotion. All translations, or reproduction, or edits and adjustments to any official material published by Northern must be pre-approved by Northern before publication or exhibition of such material.

The Reseller is required to utilize relevant content provided by Northern to the extent it is relevant to the Reseller's purposes. The Reseller is encouraged to actively use Northern's campaigns as specified in Northern's Campaign Plan as published on Northern's website, www.northern.no.

Northern requires all Resellers to retain adequate and updated knowledge about the Northern brand and products in order to present the brand to Customers in accordance with the available brand and product information, as well as the marketing and sales material, the communication tone and the values of the brand. Furthermore, the Reseller is obligated to ensure that all employees and representatives of the Reseller have completed adequate training and adhere to the brand and product information.

For the purposes of good customer relations and a close cooperation dialogue, adequate service ability and optimal operational production planning, the Reseller is expected to have close ongoing communication with Northern about any commercial projects that may involve products from Northern.

The Reseller is expected to inform Northern about any significant changes in operations, company ownership structure, management, staffing capacity or financial situation and risk without any further delay.

In case of product recalls, and to secure good processes related to any quality related issues, the Reseller is obligated to keep an updated and complete register of stocked and sold items, and will be expected to support Northern in solving any quality related issues all the way to the end Customers if needed.

See also the “Order and order confirmation” section for further operative obligations related to the order process.

Order and Order Confirmation

The Reseller is obligated to purchase SKUs following Northern’s minimum order sizes as described in Northern’s Price List. The minimum order size describes the number of the SKUs contained in an outer box. Any purchase order stating an amount less than the minimum order size will automatically be Rounded up to the closest multiple of the minimum order size of the SKU, or alternatively a Split Fee will be added if a split is indeed required by the Reseller.

Once an order is placed by the Reseller, an order confirmation will be sent to the Reseller no later than two (2) working days after receiving the order in writing. The order confirmation includes item specification, price, name of the Reseller, payment terms, delivery terms, delivery address and pick-up /delivery date. No order is valid until the written order confirmation is issued by Northern. Any date indicated on any order confirmation is to be considered as an estimate only, and Northern has no liability related to any change in the indicated delivery dates.

The Reseller is responsible for verifying all order confirmations issued by Northern and must inform Northern of any changes to the order, or errors in the order confirmation, within one (1) working day after receiving the order confirmation, otherwise the order will be effectuated. Specific shipping terms vary depending on which country the order is related to. See Northern’s Shipping Terms & Conditions for further details.

The Reseller is obligated to inform Northern without any delay if changes occur to any relevant company data, such as company name, registration number, contact details, shipping or payment addresses.

A quotation (a “Sales Quote”) is a description of the price offer for a specified product for a specific Reseller for a limited period. A quotation does not involve any reservation of stock. Northern must receive a written purchase order from the Reseller after a quotation is issued before an order confirmation is issued by Northern and any responsibility for Northern to deliver products comes into action. Any quotation given by Northern requires that the Reseller relays the quotation to the Customer without any amendment or change to its content. Northern is not responsible for any amendment or change the Reseller has made to a quotation.

Price

The price of Northern’s products follow the current Price List at any time. Note that all prices are periodically subject to change, normally on September 1st every year. Discounts and discount levels for permanent distribution agreements follow the individual contract with the Reseller, unless otherwise agreed upon in writing.

Unless otherwise stated, all net prices to the Reseller in any quotation or order confirmation are exclusive of shipping and insurance, and exclusive of VAT. The Reseller can only place orders in the currency selected by Northern for that Reseller.

Where no net price has been quoted, or a quoted price is no longer valid, or errors have been made in the quotation or order confirmation, the price listed in Northern's Price List at the time of the order acceptance date will be the valid price of the product, unless a valid distribution agreement states otherwise.

Cancellation and return of goods

No confirmed order by Northern can be cancelled by the Reseller without a written approval from Northern. If no written approval of order cancellation is issued by Northern, the Reseller is accountable for the order and shall indemnify Northern in full against all losses (such as order value, indirect costs, other charges and expenses incurred) as a result of any such cancellation, even if products are not yet delivered.

No product can be returned to Northern without a written agreement with Northern. Any product returned by the Reseller without prior confirmation from Northern, and through no fault of Northern's, will be subject to billing of all related losses (such as order value, indirect costs, damages, other charges and expenses incurred). Returned goods by postal claim to Northern or its local sales representative will not be collected or paid for by Northern.

Product items made specifically for each client, defined and marked by Northern as Made-to-order items in Northern's Price List, as well as any customized items, may not be cancelled or returned under any circumstance.

Payment terms

All orders, unless otherwise agreed upon in writing between the Reseller and Northern in advance, are subject to prepayment prior to delivery.

Credit may be granted for Resellers with approved credit evaluation, repetitive order placement, and a solid and proven track record and cooperation history in certain markets. In case of planned or initiated ownership changes, and/or other significant changes to the Resellers' financial situation and risk that may affect Northern, the Reseller should immediately and without any further delay inform Northern about these changes for a renewed credit evaluation. Northern holds the right to withdraw any credit agreement at any point in time without further notice.

Invoices from Northern must be paid no later than the due date specified on the invoice. Exceptions shall always be approved in writing by Northern in advance if any further credit extension is to be granted under exceptional circumstances.

In case of late payment, reminder fees and interest related to outstanding payments will be added to the original invoice value. Specific charges and interests vary, and further charges and interests will depend on the fees applied by Northern's external partners, such as invoicing, factoring, and debt collection agencies. Unpaid invoices will ultimately be transferred to a debt collecting agency if the invoice remains unpaid without any further notice.

Delivery terms

For certain markets Northern offers to ship goods to Resellers against payment for transportation. Details about shipping terms for each market are stated in Northern's Shipping Terms & Conditions relevant for the market in question.

The order confirmation from Northern specifies which delivery terms apply for each specific order.

All warehousing and handling costs related to delays to planned shipping caused by the Reseller, and/or related to items not being picked up according to agreed deadlines at the Northern warehouses or factories will be charged in full to the Reseller.

If or when Northern offers to ship goods to its Reseller against payment of transportation, the delivery of goods will be to the place and address specified in the order confirmation issued from Northern, with delivery information including date and time as specified therein. Unless otherwise instructed in writing, Northern will ship by the method of Northern's choosing. The payment for cost of transport will be added to the invoice based on Northern's Shipping Terms & Conditions.

Additional fees may incur if the Reseller or the Reseller's Customer require additional documentation or services other than the standard Northern Order Confirmation, such as, but not limited to, custom packaging or labelling data, or other formats that are not standard to Northern, or export documents, such as Country of Origin documentation.

For DAP deliveries, the Reseller is obligated to inform Northern of any restrictions, limitations, or alterations in delivery hours during the day, week and year related to any order, as well as other known restrictions in terms of admission, access or transportation hinderances for a large vehicles etc. to the physical location where the delivery is to be made. Northern delivers within standard opening hours in accordance with specific policies and services as specified by the selected carrier. For deliveries not in accordance with the standard services as specified by the selected carrier charges will apply.

Note that products not marked with "made-to-order" in Northern's Price List will commonly be in stock. Stocked items can be sold out periodically, and the Reseller

is therefore required to contact Northern for the latest updates on the current stock situation for the products in question, and should always receive an order confirmation from Northern before making any binding offers to its Customer.

Estimated delivery time for items marked as “made-to-order” in Northern’s Price List is specified on the order confirmation issued by Northern.

Note that there might be longer delivery time than specified in the order confirmation in seasons of high demand or during vacation periods, or if there are delaying reasons beyond our control such as supplier break downs, material shortages, or force majeure.

Any dates specified by Northern in any quotation or order confirmation are intended as an estimate only. Under no circumstances shall Northern be held responsible or liable for any loss or damage of any kind caused by any delay in the supply of the goods or services, unless otherwise has been agreed specifically in writing in beforehand of an order confirmation. Any liability Northern has for non-delivery of goods shall be limited to delivering or replacing the missing or damaged goods within 6 months, or alternatively Northern retains the right to issue a credit note against any invoice value for these products in such situations.

No products are sent from Northern to any domestic households on behalf of the Reseller or any Customer.

Guarantee

A standard production guarantee of one (1) year applies to all products from Northern, unless local laws, regulations, or specific agreements regarding particular orders stipulate otherwise.

Warranty conditions apply only to standard products that have not been reworked or modified by the user, the Customer, or the Reseller.

Claims

For visible damages, defects, or incorrect type or quantity identified on arrival, the Reseller is responsible for obtaining a signed damage declaration / deviation report from the transporter for the claim to take effect. Such deviations must also be reported to Northern no later than two – 2 – working days after delivery together with a copy of the signed transporter damage declaration.

Product errors must be reported immediately after they are identified by the Reseller or the Customer. A standard format supplied by Northern for claims reporting applies to all claims. Photos, damage description and product batch information must

always be included in the claims reporting to Northern. Local consumer laws regulating warranty and claims may apply.

Northern or its local sales representative has the right to inspect any product subject to claims or deviations, including transportation damages. Northern or its local sales representative has the right to conduct any reasonable actions to repair items, or reduce the scope or cost of damage, or potential replacement. No product can be disposed of, or returned to Northern, unless specifically agreed upon in writing between the parties.

Northern is not responsible for any damage or defect caused by the Reseller or Customer after the item is delivered from Northern, including damages or defects caused in storage, transportation, display, or handling.

Repairs or any modification to a product performed by the Reseller or the Customer will not be compensated for unless this has been specifically agreed upon in writing by Northern prior to execution.

Claims or deviation compensation from Northern to the Reseller is limited to the product value, and further limited to situations related to product error, correction of erroneously delivered goods, and/or delivery of an erroneous product, or lack of delivery. Indirect damages, for example costs or loss associated with the Reseller's product handling, sales, or distribution etc., are not subject to any compensation, claim or payment between the parties. Further, any third-party damages, costs, or loss, are not subject to any claim or payment between the parties.

Restrictions

None of the parties have the authority to act on the other party's behalf, nor to engage in any commitment toward any third party on the other's behalf.

Northern has the right to change construction, materials, weight, and any other measurements of products without any prior notice, as long as this does not significantly change the product. The Northern website is the point of reference for any correct updated and valid product specifications.

Northern shall have no liability towards the Reseller for any failure to deliver the goods or any delay in doing so or for any damage or defect to the goods delivered that is caused by an event or circumstance beyond Northern's reasonable control (force majeure), including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion, death or accidents. Furthermore, Northern has no liability for products not correctly assembled according to the Northern User Manuals, or in violation of any applicable laws or standards.

The goods are manufactured and sold in accordance with the EC directives, declaring that the goods comply with the essential health and safety requirements for the European market, furthermore they are CE approved and are CE labelled. No other local, national, or regional approval or conformity standard is provided by Northern unless agreed to in writing, and the Reseller should renounce distribution or use of the goods as sold where other approval or standard may be required. Any such distribution or use is the sole responsibility of the Reseller, and any legal dispute or claim thereof from any third party should be directed towards and handled by the Reseller.

Northern is not responsible for any information, advice, or any recommendations given by our sales representatives, staff, retailers or our other partners and affiliates to the Reseller unless they are confirmed in writing by Northern. If acted upon, this is entirely at the Reseller's own risk, and accordingly, Northern shall not be liable for any such information, advice, or recommendation.

Any typographical, clerical or otherwise, error or omission in any official Northern sales literature, quotation, Price List, acceptance of offer, invoice, or any other document or information issued by Northern shall be subject to ongoing correction without any liability on the part of Northern.

All images, renderings, and descriptions of products, including colours and materials presented by Northern on any of its platforms are indicative. Variations in colours and material nuances naturally vary over time and in use.

Rights protection

Products from Northern, including any drawings, specifications, product or material design elements, patents, trademarks, market related material and/or know-how are owned by Northern, and shall remain Northern's property, throughout and after termination of the business relationship between Northern and the Reseller.

Confidentiality

The parties may not under any circumstance distribute or reveal matters of vital interest or any confidential information to a third party during or after the business relationship between Northern and the Reseller.

Disputes

This contract shall be governed by, and interpreted, in accordance with Norwegian law and the Norwegian courts shall have jurisdiction to resolve any disputes between Northern and the Reseller.

Any legal disputes between the parties should be solved through direct negotiations. If direct negotiations do not solve the dispute, legal mediators, Norwegian law, and the Norwegian courts may be used.

Additional Terms and Conditions for e-Commerce

Unless otherwise expressly agreed in writing, all sales are subject to the following Terms and Conditions specific to online sales, in addition to the above General Terms and Conditions. Notwithstanding any other provision of the contract, nothing in the contract confers or purports to confer any right to enforce any of its terms on any person or third party who is not a party to it.

Obligations of the Reseller

The Reseller cannot promote or resell Northern's products on any other website than the official Reseller website approved by Northern. Any website for the distribution of Northern's products must be approved by Northern prior to launching. The Reseller cannot promote or resell Northern's products on any third-party online store such as eBay, Amazon, or the like.

Northern expects the Reseller to sustain the same level of brand knowledge, product knowledge, technical knowledge, after service competencies, and to provide the same level of service towards the Customer, as one can expect from any physical Northern retailer or distribution partner.

The functionality on the Reseller's website must be at a satisfactory level compared to the industry standard, or other relevant benchmarks. The domain name must correspond to the Resellers brand name so that the Customer can easily identify that the Reseller is the brand owner of the website.

The Resellers' website domain name or company name cannot solely contain the word "Northern" or any Northern product name, such as "Acorn". However, the Reseller can maintain a subdomain branded as a specific Northern subdomain or Northern product domain of the Reseller's website if it is approved by Northern in writing. Any product names of Northern's products are the property of Northern alone. The Reseller cannot use these names in a way that it can look like they belong to the Reseller and the name should always be displayed together with and in

conjunction to the Northern brand name and brand logo. Examples of such names are: Acorn, Buddy, Oaki, etc.

The Reseller must continually update websites with the most recent Northern logo and brand name, all relevant marketing material, product information, prices, product images and product names, reflecting the current product names, product description and technical specifications and an updated presentation of the overall product portfolio.

The Reseller can only display official brand and product images that are supplied by Northern, unless otherwise has been agreed in writing. All materials not provided by Northern should be approved by Northern prior to publishing on the Resellers' website.

Any question or comment from Customers related to Northern or our products on the Resellers' website must be replied to correctly and in a timely fashion by the Reseller.

Without compromising the Resellers' right to set their own prices, the Reseller cannot present the discount on the product as the main online content. The quality and design of the Northern brand and products shall be the main content in the online presentation and marketing of Northern products. The Reseller is responsible to comply with any legal requirements, data protection laws, e-commerce laws, and any other current legal requirements protecting the Customer. The Reseller is responsible for protecting the Customers online payment in a way that complies with current online payment security standards.

All market communication, including all claims handling or after sales communication with the Customer, shall be handled by the Reseller only and not by Northern. Transportation of goods, including transport prices, choice of transport price models, delivery information, and information about delays towards the Customer is solely a matter between the Reseller and the Customer.

Minimum quantities apply for the ordering of certain SKUs – see Northern's Price List for further details. SKUs not kept in stock by the Reseller should not be sold as "available on demand" and should be clearly presented as a non-stock item or listed with the appropriate expected delivery time.
