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# Terms and Conditions

**Physical Products** 

### 1. The Parties

Onix AS, with organization number 976022831 (hereinafter: ONIX) is a software and technology company with its principal place of business in Stavanger, Norway.

The CUSTOMER (hereinafter: CUSTOMER) is a company purchasing physical products from ONIX.

#### 2. General

These Terms & Conditions (hereinafter: AGREEMENT) govern the sale and delivery of physical products (hereinafter: PRODUCTS) from ONIX to the CUSTOMER. By placing an order, the CUSTOMER accepts these terms.

# 3. Ordering and Acceptance

Orders must be submitted in Onix Shop. An order is binding upon written confirmation from Onix Shop.

# 4. Prices and Payment

Prices are stated in NOK unless otherwise agreed and exclude VAT, taxes, and shipping costs. Payment terms: Net 20 days from invoice date. Late payment will incur interest in accordance with the Norwegian Act on Interest on Overdue Payments.

ONIX reserves the right to adjust prices annually in line with industry norms.

# 5. Delivery

Delivery terms follow Incoterms 2020, unless otherwise agreed. Standard term: EXW Stavanger. Risk transfers to the CUSTOMER upon delivery according to agreed Incoterms. Delivery times are indicative; ONIX is not liable for delays caused by circumstances beyond its control.

#### 6. Retention of Title

Ownership of PRODUCTS remains with ONIX until full payment is received.

# 7. Setup and Training Services

ONIX may provide assistance with product setup, configuration, and user training upon request. Such services are offered at ONIX's standard consulting rates in effect at the time of engagement, unless otherwise agreed in writing. Travel and related expenses will be invoiced separately.

# 8. Warranty and Complaints

ONIX provides a 12-month warranty from delivery date covering manufacturing defects. The warranty does not cover normal wear and tear, misuse, or modifications performed by the CUSTOMER.

Complaints must be submitted in writing within 30 days of discovering the defect. ONIX may choose to repair, replace, or refund the defective product.



#### 9. Returns

Returns are only accepted upon prior written agreement. PRODUCTS must be returned in original packaging and condition. Return shipping costs are borne by the CUSTOMER unless otherwise agreed.

# 10. Limitation of Liability

ONIX is not liable for indirect or consequential losses, including loss of profit, data, or business interruption. ONIX's total liability under this AGREEMENT is limited to the amount paid by the CUSTOMER for the PRODUCTS in question.

## 11. Force Majeure

If performance of the AGREEMENT is prevented or significantly impeded by circumstances beyond the parties' control, obligations are suspended for as long as the circumstance persists. Examples include strikes, lockouts, natural disasters, and other events considered force majeure under Norwegian law.

# 12. Applicable Law and Dispute Resolution

This AGREEMENT is governed by Norwegian law. Any disputes shall be resolved by Stavanger Tingrett (district court).