

Terms & Conditions

When ordering products and or services from Norlux AS, one has automatically agreed to the following terms:

General payment terms

All orders, confirmed – and unconfirmed -, will be effectuated according to the price list valid on the day the delivery is carried out. Norlux AS reserves the right to change prices, designs, dimensions and designations.

If there are specific agreements upon prices in place, Norlux AS is nevertheless entitled to adjust these proportionately as a result of changes in the exchange rates. The exchange basis rate for € / USD is 1,25 (€ 1 =USD 1,25) Any change exceeding +/- 5% may cause a price adjustment.

For all orders less than €150 net invoiced amount, a handling fee of € 15 will be added.

Customers are encouraged to consent to invoice by e- mail. Registration e-mail address and consent sent to: post@norlux.com. Norlux AS will charge a fee of €10 for issuing/sending printed commercial invoice.

Norlux AS is entitled to demand prepayment or L/C for an amount covering the order value.

Given that Norlux has granted credit and unless otherwise specified in writing the invoices are due for payment 15 days after delivery. For payments made after the due date we will invoice a surcharge interest of 12% PA.

For deliveries to customers abroad Norway Norlux AS will invoice the actual freight cost.

Special terms regarding sales of light sources

When ordering quantities less than one carton of each model, except light tubes, there is a surplus of 10% added to the price. Light tubes are only sold in complete cartons.

For domestic sales of light sources there is a fixed freight fee of NOK 190,- and a transport insurance fee of 0,5% of the invoiced amount. For sales outside Norway Norlux will invoice the actual freight cost.

Deliveries

Norlux AS has no responsibility for delivery delays caused by force majeure. Delays for such reasons does not give the buyer the right to withdraw their orders, suspend supply agreements or contracts or trigger compensation claims of any kind. In all other cases Norlux AS' liability caused by delay is limited to 10% of the purchase items value ex. VAT.

Lien on goods sold

Norlux AS has a lien on any goods sold until the invoice is fully paid, meaning purchase price on the goods plus all extra costs. This clause is protected by Norwegian law Liens Act §§ 3:14 to 3-22

Return of goods

Norlux AS reserves the right to not accept any returns. For products with special designs / no ordinary stock items we do not accept any returns.

Possible return of goods must be agreed in writing and the return made within 60 days from date of delivery. In case of return of goods Norlux will charge a return fee of 20% of the invoiced amount. The minimum invoiced amount to be deducted from is €100.

In the case of return of goods without a written agreement, Norlux AS may choose to uphold the purchase or take the goods in return and charge a return fee of 50% of the invoiced amount, but not less than €50 ex. VAT.

In cases in which the return is made due to mistakes made by Norlux AS there will be no return fee.

Returned goods must always be in original packaging, free of tape and the customers own labels or prints, and an attached – and completed return form marked with packing slip or invoice number must follow the goods. Any return takes place on the customer's expense and risk unless otherwise is agreed. The cost of any defects or errors on returned goods will be invoiced the customer.

Note: All returned goods must be free of tape and customers' own labels or inscriptions.

Claims

Norlux AS deficiency liability is limited to defects that are a consequence of manufacturing defects and damage during transport until the

passage of risk. The Customer shall check and report possible transport damages and deficiencies in the delivery to the carrier upon receipt of the goods. Transport damage and deficiencies that should have been revealed by such control within 5 working days and may not be submitted later.

The right to claim for the above mentioned circumstances is lost if the customer fails to, within five days after the defect was or should have been discovered, give Norlux AS written notice. Norlux AS' liability for manufacturing defects is in any case limited to one year after delivery, invoice date is the relevant date.

The packing slip number- and invoice number must always be stated in cases of complaints. Norlux AS disclaims under any circumstance any responsibility for:

- Costs of solving problems, technical analysis etc.
- All forms of indirect / direct loss in any situation
- Including business interruption, loss of use, lost profits
- Consequential damages
- Errors caused by misuse and / or assembly mistakes
- Products that are installed under conditions other than those provided – or described in the installation information
- Products that are used in temporary installations
- Technical errors that have occurred due to extreme conditions such as weather, fire, lack of ventilation, water intrusion or other special conditions beyond the control of Norlux AS
- Parts that breaks down due to normal use, such as starters and conventional light sources
- Products that have been tampered with by unauthorized personal
- Normal maintenance issues

In case of deficiency Norlux AS and / or its suppliers has an unconditional right to rectification before any repair work / technical analysis work is being conducted. Regarding possible errors in control systems, i.e. Dali, Norlux AS will not cover the cost for troubleshooting, programming – and or reprogramming of the control system unless the error has occurred as a consequence of errors – and or defects on equipment sold by Norlux AS. Norlux must give written permission before any work is carried out.

If a customer demands that Norlux AS changes ballasts / LED drivers that later upon inspection is proven to be functioning as normal, Norlux AS will invoice the cost of hours and parts.

Any repairs performed on site by the customer or companies engaged by the customer will be paid by Norlux AS only if approved prior to the work taking place. A request of such a kind must contain a cost estimate in writing and must be confirmed in writing by Norlux AS.

In the case of sales of goods direct from Norlux AS to consumers the consumer is entitled to rights in accordance with Forbrukerkjøpslovens § 3. § 3, first paragraph.

Current law is found on www.lovdatab.no.

Norlux AS grants a five (5) year warranty on electronic components, ballast devices and LED drivers in own products.

Errors / complaints must be addressed with Norlux AS as soon as practically possible after the defect is noticed, and no later than three (3) working days.

Settlement of legal disputes

Legal disputes arising in connection with purchases covered by these conditions shall be settled amicably, and otherwise treated in accordance with Norwegian law and by Tønsberg District Court as the agreed venue.

Sales and delivery terms were revised as per February 1st, 2020.