

 DALE OF NORWAY	DALE OF NORWAY GENERAL SALES CONDITIONS	Revision 2022/05
By issuing orders and purchasing products from Dale of Norway AS, the legal entity issuing such orders ("Retailer") accepts and agrees to the terms and conditions set out in this document ("Terms Document").		

1. AREA OF APPLICATION

These General Sales Conditions are applicable to the customers («the Buyers») marketing and selling the products described below. By placing an order directly, through the sales force, or through the B2B portal Elastic, the Buyer accepts these General Sales Conditions without any reservation. The General Sales Conditions shall apply exclusively. These General Sales Conditions shall replace any prior conditions, previously in force and shall take effect as from June 1st, 2022 (or with 1st preorder for the 2022 season).

2. GENERAL CRITERIA FOR DALE OF NORWAY'S DISTRIBUTION

2.1 Dale of Norway's brand position

Dale of Norway is a high-end brand which develops, produces and distributes wool garments for quality-conscious people worldwide. Rooted in Norwegian heritage and nature, we invest for present and future generations. Our garments are made with care to last for years, even generations, and our price level reflects the high quality.

2.2 Retailer's positioning and profiling of the brand

For Dale of Norway it is very important that our distribution is in line with Dale of Norway's identity as a high-end brand. To purchase and resell products from Dale of Norway the following basic criteria must be met by the Retailer:

- The brand has to be presented in a professional way which is in line with our strategy as a high-end brand with unique products.
- Telling the unique story of our brand through pictures, staff training and story boards developed by Dale of Norway.
- The level of customer service must be high, with high level of knowledge of our products.

2.3 Resale to third parties

In order to ensure that our distribution is in line with Dale of Norway's identity as a high-end brand, the Retailer is not allowed to resell any products purchased from Dale of Norway to other Retailers, including any third parties platform selling products on the internet (such as Amazon), without the prior written approval from Dale of Norway's CSO or CEO.

3. RETAILERS OBLIGATIONS

3.1 Orders

Orders may be submitted to Dale of Norway in the following ways:

1. Via the electronic Dale of Norway B2B portal B2b@daleofnorway.com
2. Via Dale of Norway customer service customerservice@dale.no

The Seller reserves the right to not fulfill an order that poses an excessive financial risk or originates from a Buyer that shall not have discharged all its obligations relating to previous business transactions or shall have adopted toward the Seller conduct that is unfair or contrary to customary business practices.

Pre-order: An order is defined as a pre-order when the order is placed within the communicated deadline for pre-order for each season.

Re-order: Orders which are not placed within the communicated deadline for pre-orders are defined as re-orders. Re-orders will have a different discount structure than pre-orders. Dale of Norway's ability to deliver such orders will depend on available inventory.

3.2 Payment obligation

Dale of Norway issues an invoice consecutively after each shipment. Payment is due 30 days after the invoice date.

The Retailer is obliged to pay the invoiced amount within the due date. In case of late payment an interest rate shall apply in accordance with applicable national laws and regulations.

The Retailer will be charged with any costs of debt collection. Conditions of pre-payment may apply to certain regions and Retailers.

The garments are considered Dale of Norway AS property until paid in full. Overdue accounts are charged with default interest, and eventually cash collector.

3.3 Retailer's right to cancellation

Preorders are binding and cannot be cancelled, unless agreed otherwise in a separate agreement, or approved upfront by Dale of Norway in writing. In the case of an approved cancellation the Retailer shall pay to Dale of Norway a cancellation fee equal to 20% of the net order value.

Reorders are binding. Retailer are not allowed to cancel or change Reorders.

3.4 Claims

Any claims from the Retailer related to any product defects or errors in the delivery from Dale of Norway as discovered by the Retailer during the inspection shall be submitted to Dale of Norway in writing within 5 working days after arrival and in accordance with Dale of Norway's instructions.

3.5 Return of products to Dale of Norway

The Retailer is not allowed to return products to Dale of Norway. Return of products which is due to circumstances caused by Dale of Norway shall be done according to Dale of Norway's instructions for such returns.

3.6 Special provisions for sale on the Internet

The retailer's sale on the Internet is only allowed if the legal entity of such sales is the same as the legal entity submitting the Purchase Order.

In addition, the following provisions apply:

Web Design

Retailer's web-shop shall appear attractive and professional. Correct usage of brand logos shall be ensured, and product pictures shall be of high quality. All products shall have proper product description and correct product specifications.

Stock Availability

To ensure a good customer experience and reliable and fast deliveries, the Retailer shall, at its own cost and risk, keep a separate inventory for the products presented in the web-shop. The stock availability shall at all-times be visible for each individual product (style, color, size) on the website.

Customer Service

The Retailer shall have dedicated people to handle end consumer inquiries regarding purchases online. End consumers shall have access to knowledge and guidance equivalent to the knowledge and guidance given by the staff in the physical stores.

Claims and Returns

The Retailer shall have proper processes and routines in place to handle end consumer returns and product claims. Return and claim policies shall be clearly described on the Retailer's website.

4. DALE OF NORWAY'S OBLIGATIONS

4.1 Delivery obligation

Dale of Norway shall, within such limitations as set out herein, supply the product to Retailer according to received Purchase Orders and subsequent order confirmations.

4.2 Order Confirmation

After receiving the Preorder from the Retailer, Dale of Norway will in writing confirm the Preorder ("**Order Acknowledgement**").

There may be changes of quantity and/or delivery dates after sending "Order Acknowledgement", this will be submitted to Retailer no later than 8 weeks before the delivery dates set out in the «Order Acknowledgement».

4.3 Dale of Norway's right to cancellation

For Preorders, Dale of Norway is entitled to cancel the delivery of products that are not being produced due to insufficient volumes or quality issues in materials or in production.

Such cancellations shall be notified in writing to the Retailer no later than 8 weeks before the planned delivery date.

For Reorders Dale of Norway is entitled to, and will by default, cancel the delivery of products that are not available in stock.

Cancellations under clause 4.3 shall not give the Retailer right to any sanctions.

4.4 Dale of Norway is entitled to hold back delivery of orders due to credit limit constraints or the Retailer's inability to pay.

Dale of Norway may cancel the order if credit limits / missing payments delays the delivery with more than 14 working days.

4.5 The Seller reserves the right to make any changes to its products that it deems useful at any time, and in particular to modify, without prior notice, the models described in its prospectus and catalogues.

5. TERMS OF DELIVERY

The standard terms of delivery is **DAP**, unless otherwise agreed in writing.

Orders will be charged for freight. |

Hats and headbands will be ordered and delivered as 3, 6, 9 etc. Socks will be ordered and delivered as 6, 12, 18 etc.

Products will be delivered according to Dale of Norway's current packing and labelling instructions.

6. PRICE ADJUSTMENTS

Dale of Norway is free to adjust its sales prices prior to every season and in season for reorders.

The sales prices set out on the Order Acknowledgement are the salesprices valid on the date of delivery, unless it is obvious that the confirmed sales prices are wrong due to human mistakes or technical errors.

7. INTELLECTUAL PROPERTY RIGHTS

The Retailer shall not, either by himself or by means of a third party, market or sell products fully or partially based on Dale of Norways products or intellectual property rights pertaining hereto, or manufacture, market or sell products in such a way that they are suited to be confused with Dale of Norway's products

8. BREACH

It shall be considered a breach if a party does not meet its obligations set out in this Terms Document. Upon a breach, the other party shall submit a written complaint without undue delay after the breach is discovered to the breaching party. In the event of a breach Dale of Norway reserves the right to cancel orders, as well as not sell products to the Retailers.

9. LIABILITY AND LIMITATIONS OF LIABILITY

Except for in an event of force majeure, the breaching party shall be liable for losses/damages caused to the other party by the breaching party's failure to perform and/or fulfill its obligations hereunder with such exceptions as set out below.

Except for as set out in Article 10, the breaching party shall not be liable to the other party for indirect or consequential damages such as loss of production, loss of use or loss of profit.

The above limitations of liability set out in Article 10 shall not apply to a party's liability for losses caused by gross negligence, intentional breaches of obligations, wilful misconduct or default or fraud by such party.

10. FORCE MAJEURE

Neither party shall be responsible or liable to the other party for any non-fulfillment or delays or additional costs in fulfillment of its obligations set out in this document due to reasons of force majeure, and the affected party is prevented from, either in whole or in part, the fulfillment of its obligations, and the affected party has exercised ordinary care in the prevention or mitigation thereof and cannot reasonably prevent or overcome the consequences.

By way of example, but not by way of limitation, the causes of force majeure could be war, civil disturbance, hostilities between states, terrorist acts, national strikes and lock-outs, national or international transport strikes, public laws, ordinances and regulations, embargoes, governmental acts and acts by governmental agencies, national or international epidemics, natural disasters, storms, floods, earthquakes, fires not caused by negligence and any other natural event of an exceptional nature which leads to the inability to perform its obligations.

11. GENERAL PROVISIONS

If this General Sales Conditions Document, regulating Dale of Norways general conditions for distribution and sales, and any separate written and signed agreement between Retailer and Dale of Norway should contain mutually opposing conditions, the conditions given in the separate written and signed agreement shall take precedence over those given in this General Sales Conditions Document.

Both parties agree to develop an accommodating and appreciative working relationship in order to meet the objectives of this document.

12. CHOICE OF LAW

The parties agree that their obligations set out in this document shall be governed by and construed in accordance with the laws of Norway without regard to its choice of law principles.

Any dispute between Dale of Norway and the Retailer shall be subject to the exclusive jurisdiction of the district court of Oslo ("Oslo tingrett"). Notwithstanding the foregoing, Dale of Norway reserves the right to institute any legal proceedings against the Retailer in the jurisdiction of Retailer's place of business, or in any other jurisdiction where harm to Dale of Norway is occurring

Dale of Norway

Retailer