

Standard sales conditions for consumer purchases of goods over the Internet

Introduction

This purchase is governed by the below standard sales conditions for consumer purchases of goods over the Internet.

Consumer purchases over the internet are mainly regulated by the Contracts Act, the Consumer Purchases Act, the Marketing Act, the Right of Cancellation Act and the E-commerce Act, and these laws give the consumer inalienable rights. The laws are available at www.lovdata.no. The terms of this agreement are not to be understood as any limitation of the statutory rights but set out the parties' most important rights and obligations for the trade.

The terms and conditions of sale have been prepared and recommended by the Norwegian Consumer Protection Authority.

[For a better understanding of these sales conditions, see the Norwegian Consumer Protection Authority's guide here.](#)

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1. Agreement

The agreement consists of these terms and conditions of sale, information provided in the ordering solution and any

separately agreed terms. In the event of any conflict between the information, what is separately agreed between the parties takes precedence, as long as it does not conflict with mandatory legislation.

The agreement will also be supplemented by relevant legal provisions that regulate the purchase of goods between traders and consumers.

2. Parts

The seller is Freepower AS, Åsveien 22C, 3121 Nøtterøy, e-mail: info@freepower.no, telephone: +47 412 777 01, Organization no. 824 352 232, and is referred to in the following as the seller.

The buyer is the consumer who makes the order and is referred to in the following as the buyer/buyer.

3. Price

The stated price for the goods and services is the total price the buyer must pay. This price includes all taxes and additional costs. Additional costs that the seller has not informed about before the purchase shall not be borne by the buyer.

4. Agreement conclusion

The agreement is binding for both parties when the buyer has sent his order to the seller.

The agreement is nevertheless not binding if there has been a typing or typing error in the offer from the seller in the ordering solution in the online store or in the buyer's order, and the other party realized or should have realized that there was such an error.

5. The payment

The seller can demand payment for the item from the time it is sent from the seller to the buyer.

If the buyer uses a credit or debit card for payment, the seller can reserve the purchase price on the card when ordering.

The card is charged on the same day the item is sent.

When paying by invoice, the invoice is issued to the buyer when the goods are dispatched. The payment deadline appears on the invoice and is a minimum of 14 days from receipt.

Buyers under the age of 18 cannot pay with a subsequent invoice.

6. Delivery

Delivery has taken place when the buyer, or his representative, has taken over the thing.

If no delivery time is stated in the order solution, the seller must deliver the goods to the buyer without undue delay and no later than 30 days after the order from the customer. The goods must be delivered to the buyer, unless otherwise separately agreed between the parties.

7. The risk of the goods

The risk for the goods passes to the buyer when he, or his representative, has had the goods delivered in accordance with point 6.

8. Right of withdrawal

Unless the agreement is exempt from the right of cancellation, the buyer can cancel the purchase of the goods in accordance with the Right of Cancellation Act.

The buyer must notify the seller of using the right of withdrawal within 14 days of

the deadline starting to run. The deadline includes all calendar days. If the deadline ends on a Saturday, holiday or bank holiday, the deadline is extended to the nearest working day.

The withdrawal period is deemed to have been met if notification is sent before the end of the period. The buyer has the burden of proof that the right of withdrawal has been exercised, and the notification should therefore be made in writing (right of withdrawal form, e-mail or letter).

The cooling-off period starts to run:

- When purchasing individual items, the cancellation period will run from the day after the item(s) have been received.
- If a subscription is sold, or the agreement involves regular delivery of identical goods, the deadline runs from the day after the first shipment is received.
- If the purchase consists of several deliveries, the cancellation period will run from the day after the last delivery has been received.

The withdrawal period is extended to 12 months after the end of the original period if the seller does not inform the seller before the conclusion of the agreement that there is a right of withdrawal and a

standardized withdrawal form. The same applies in the event of a lack of information on terms, deadlines and procedures for using the right of withdrawal. If the trader makes sure to provide the information during these 12 months, the cancellation period still expires 14 days after the day the buyer received the information.

When using the right of withdrawal, the goods must be returned to the seller without undue delay and no later than 14 days from the notification of the use of the right of withdrawal being given. The buyer covers the direct costs of returning the item, unless otherwise agreed or the seller has failed to state that the buyer must cover the return costs. The seller cannot set a fee for the buyer's use of the right of withdrawal.

The buyer can try or test the goods in a proper way to determine the nature, properties and function of the goods, without the right of withdrawal being lost. If the examination or testing of the goods goes beyond what is reasonable and necessary, the buyer may be held liable for any reduced value of the goods.

The seller is obliged to repay the purchase price to the buyer without undue delay, and no later than 14 days from the seller receiving notification of the buyer's decision to exercise the right of

withdrawal. The seller has the right to withhold payment until he has received the goods from the buyer, or until the buyer has submitted documentation that the goods have been sent back.

9. Delay and non-delivery - the buyer's rights and deadline for reporting claims

If the seller does not deliver the goods or delivers them late in accordance with the agreement between the parties, and this is not due to the buyer or circumstances on the buyer's side, the buyer may, according to the rules in Chapter 5 of the Consumer Purchase Act, *withhold the purchase price, demand performance, cancel the agreement and /or demand compensation from the seller.*

In the case of claims for default powers, the notification should be in writing (for example e-mail) for reasons of evidence.

Fulfillment

The buyer can maintain the purchase and demand fulfillment from the seller.

However, the buyer cannot demand fulfillment if there is an obstacle that the seller cannot overcome, or if fulfillment will

cause such a great inconvenience or cost to the seller that it is significantly out of proportion to the buyer's interest in the seller fulfilling. Should the difficulties disappear within a reasonable time, the buyer can still demand fulfillment.

The buyer loses his right to demand fulfillment if he or she waits an unreasonably long time to make the claim.

Cancellation

If the seller does not deliver the goods at the time of delivery, the buyer must call on the seller to deliver within a reasonable additional deadline for fulfillment. If the seller does not deliver the goods within the additional deadline, the buyer can cancel the purchase.

However, the buyer can cancel the purchase immediately if the seller refuses to deliver the item. The same applies if delivery at the agreed time was decisive for the conclusion of the agreement, or if the buyer has notified the seller that the time of delivery is decisive.

If the thing is delivered after the additional deadline the consumer has set or after the time of delivery which was decisive for the conclusion of the agreement, a claim for cancellation must be made within a reasonable time after the buyer became aware of the delivery.

Compensation

The buyer can claim compensation for a slight loss because of the delay. However, this does not apply if the seller proves that the delay is due to an obstacle beyond the seller's control that could not reasonably have been considered at the time of the agreement, avoided, or overcome the consequences of.

10. Defects in the product - the buyer's rights and complaint deadline

If there is a defect in the goods, the buyer must, within a reasonable time after it was discovered or should have been discovered, notify the seller that he or she wants to claim the defect. The buyer has always complained in sufficient time if it happens within 2 months. from the time the defect was discovered or should have been discovered. Complaints can be made no later than two years after the buyer took over the item. If the product or parts of it are intended to last significantly longer than two years, the complaint deadline is five years.

If the item has a defect and this is not due to the buyer or circumstances on the buyer's side, the buyer may, in accordance with the rules of the Consumer Purchase

Act, chapter 6, withhold the purchase price, choose between rectification and redelivery, demand a price reduction, demand the contract terminated and/or demand compensation from the seller.

Complaints to the seller should be made in writing.

Correction or redelivery

The buyer can choose between demanding that the defect be rectified or delivery of similar items. The seller can nevertheless object to the buyer's claim if the implementation of the claim is impossible or causes the seller unreasonable costs. Correction or redelivery must be made within a reasonable time. In principle, the seller does not have the right to make more than two remedial attempts for the same defect.

Price reduction

The buyer can claim an appropriate price reduction if the item is not corrected or re-delivered. This means that the ratio between the reduced and agreed price corresponds to the ratio between the item's value in defective and contractual condition. If there are special reasons for this, the price discount can instead be set equal to the significance of the defect for the buyer.

Cancellation

If the item has not been corrected or re-delivered, the buyer can also cancel the purchase if the defect is not insignificant.

11. The seller's rights in the event of the buyer's default

If the buyer does not pay or fulfill the other obligations under the agreement or the law, and this is not due to the seller or circumstances on the seller's side, the seller may, in accordance with the rules in the Consumer Purchase Act, chapter 9, depending on the circumstances, withhold the goods, demand fulfillment of the agreement, demand the agreement be canceled as well as claim compensation from the buyer. The seller will also be able, depending on the circumstances, to demand interest for late payment, debt collection fees and a reasonable fee for uncollected goods.

Fulfillment

The seller can maintain the purchase and demand that the buyer pays the purchase price. If the goods have not been delivered, the seller loses his right if he waits an unreasonably long time to make the claim.

Cancellation

The seller can terminate the agreement if there is a significant payment default or other significant default on the part of the buyer. The seller cannot withdraw if the entire purchase price has been paid. If the seller sets a reasonable additional deadline for fulfillment and the buyer does not pay within this deadline, the seller can cancel the purchase.

Interest in case of late payment/collection fees

If the buyer does not pay the purchase price in accordance with the agreement, the seller can claim interest on the purchase price in accordance with the Late Interest Act. In the event of non-payment, the claim may, after prior notice, be sent to the Buyer, who may then be held liable for fees in accordance with the Debt Collection Act.

Fee for uncollected, non-prepaid goods

If the buyer fails to collect unpaid goods, the seller can charge the buyer a fee. The fee shall at most cover the seller's actual outlay for delivering the goods to the buyer. Such a fee cannot be charged to buyers under the age of 18.

12. Warranty

A warranty given by the seller or manufacturer gives the buyer rights in addition to those the buyer already has under non-derogable legislation. A guarantee thus implies no restrictions on the buyer's right to complaint and claim in the event of delay or defects according to points 9 and 10.

13. Personal information

The controller for collected personal data is the seller. Unless the buyer agrees to something else, the seller, in line with the Personal Data Act, can only obtain and store the personal data that is necessary for the seller to be able to carry out the obligations under the agreement. The buyer's personal data will only be disclosed to others if it is necessary for the seller to complete the agreement with the buyer, or in statutory cases.

14. Conflict resolution

Complaints must be addressed to the seller within a reasonable time, cf. points 9 and 10. The parties must try to resolve any disputes amicably. If this is not successful, the buyer can contact the Consumer Council for mediation. The Consumer Council is available on phone +4723400500 or www.forbrukerradet.no.



Preorder agreement

Version 1, may 2022

This pre-order agreement (the "Agreement") is between the individual or the company who wishes to pre-order (Buyer) a Freepower boat and Freepower AS (Reg. no. 824 352 232) ("Freepower").

Concepts:

- "Freepower model 1" means the boat model that Freepower AS offers to the buyer.
- "Deposit" means your payment of NOK 10,000 to Freepower AS to secure your position on the waiting list, as defined below, to purchase a Freepower model 1.

1. **Preorder.** Upon entering into this agreement, you will be placed on a waiting list to purchase a Freepower model 1. Agreement has been entered into when Freepower AS receives your Deposit (Effective Date). The buyer acknowledges that payment of the Deposit constitutes acceptance of the agreement.

2. **Non-binding preorder**

- a. The deposit is fully refundable to the buyer for the entire period until a binding purchase agreement is entered into and regardless of the reason for the refund, including if the buyer wishes to cancel the pre-order or Freepower does not wish or is unable to maintain the pre-order.
- b. The buyer will get his Deposit back by sending an e-mail to info@freepower.no and demanding this. In the event of such an inquiry, Freepower must carry out the repayment without undue delay.
- c. This agreement does not oblige the Buyer to purchase a Freepower model 1. Likewise, Freepower is not obliged to deliver a Freepower model 1 when the Deposit has been refunded.
- d. The deposit will be deducted from the final purchase price for Freepower model 1 upon conclusion of the purchase agreement.
- e. Payment of the Deposit will be made through the external payment service Stripe and the Buyer will have the option of choosing different types of payment methods. The payment of the Deposit is subject to Stripe's terms and conditions <https://stripe.com/en-no/legal/checkout>.

3. **Waiting list**

The buyer's place on the waiting list will be allocated when Freepower has received payment of the Deposit. The Buyer then secures the opportunity, but is not obliged, to buy a Freepower model 1 at a later date, when it is the Buyer's turn according to the waiting list.

If the Buyer is outside Norway, you will be allocated a place on a waiting list in the country you belong to and receive delivery of the boat in accordance with this list when sales to this country open.

4. **Purchase agreement**

This agreement is not an agreement for the sale of Freepower model 1, and the buyer acknowledges that the Buyer must enter into a binding agreement (Purchase Agreement) before a final purchase takes place. The buyer agrees that this agreement does not provide any guarantees, insurances or obligations regarding Freepower model 1 and that such obligations will be found and documented in the Purchase Agreement.

5. Product changes.

This agreement provides no guarantees for the sale price, configuration, specifications or delivery date of Freepower model 1, nor that the Buyer has the right to purchase a particular model of a Freepower electric boat. Buyer acknowledges and understands that Freepower model 1 is under development and delays and changes may occur.

6. Changes to this Agreement

Freepower can make changes to this agreement if necessary. Such changes will not affect agreements that have already been concluded.

7. Personal data

The buyer understands and agrees to the processing of personal data in accordance with Freepower's privacy statement.

8. Duration of the agreement

The agreement comes into force on the Effective Date defined in this agreement and ends on the earliest of (a) conclusion of the Purchase Agreement (b) repayment of the Deposit.

If you have any questions regarding advance sales or this agreement, send an e-mail to info@freepower.no.