



These General Purchase Terms apply unless otherwise agreed between the Buyer (Sparks) and the Seller.

1. Offer

Offers are made free of charge to Sparks AS.

Any deviation from documentation in request must be explicitly specified in the offer.

2. Purchase order

Only written orders are binding. Telephone orders must be confirmed in writing if they are to be binding to Sparks AS.

3. Order Confirmation

Order Confirmation must be sent as soon as possible and no later than 3 days after receipt of order. The order confirmation must be in accordance with requirements and specifications in Sparks' order.

The order confirmation must contain Sparks' order number, shipping address, delivery date, price and quantity.

Unless order confirmation has been received, Sparks reserves the right to cancel the order.

4. Price

A price that has been accepted by Sparks cannot be changed without the written consent of Sparks.

5. Shipping

5.1 Documentation

The seller shall provide the buyer with all relevant documentation and treatment instructions before or at the time of delivery.

Safety data sheets (SDS), certificates of analysis (CoA) and technical data sheets (TDS) for all chemical products must be sent to Sparks prior to delivery, unless otherwise agreed in writing.

The CoA must contain batch number and Sparks' order number.

Raw materials manufacturers must keep batch samples of the material for 1 year after delivery to Sparks.

Documentation must be sent to the purchaser with a copy to hello@sparks.as

Documentation must be sent as early as possible, and before time of arrival.

All documentation to be in English.

5.2 Marking

All material or packaging must be clearly marked with trade name, batch number and Sparks' order number.

Labeling shall withstand unloading and be easy to identify.

All material must be labeled in accordance with current regulations for the labeling of chemicals.

Materials and goods with missing or unclear marking will be rejected and returned for the supplier's cost.

5.3 Packing, safety and transport

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The product must be packaged in suitable packaging.

Each shipment must be sent with package slip and shipping note.

Package leaflet shall contain the product's name and Sparks' order number.

Shipping note shall contain Sparks' order number, reference to package slip, number of packages, weight and dimensions.

If the contents of the delivery are hazardous cargo, this must be labeled according to ADR, IMG or other applicable regulations.

Supplier is responsible for damage caused by inadequate packaging and/or transport.

6. Invoice

Invoice shall be sent to hello@sparks.as in pdf format and shall refer to Sparks' order number.

All invoices must bear the supplier's organization number, bank account number, due date, Sparks' order number, suppliers item number, product name, quantity and price according to order.

Unless otherwise agreed in writing, the seller shall not send invoice before delivery date. Delivery date is when the item has been signed received by Sparks or Sparks' appointed representative.

The invoice must be issued in the currency specified in the order.

The buyer's default payment terms are sixty (60) days from the goods being delivered and apply to all orders unless otherwise agreed in writing.

7. Delivery

The terms of delivery are in accordance with Incoterms, unless otherwise agreed. Goods must always be delivered at the agreed time.

Goods must be delivered in the correct unit. Related documents must also refer to the correct unit. Supplier is responsible for subcontractors chosen by the supplier, delivering on time and in accordance with agreed requirements and specifications.

Seller shall immediately notify Sparks if seller has reason to believe that the agreed delivery date can not be fulfilled. The seller must further notify Sparks of the assumed new delivery date. Sparks has the right to terminate the contract with reference to the delayed order to the extent that the delay is significant. All delays are considered significant if they last more than two business days, and in such cases, Sparks shall be entitled to compensation for accrued costs and loss suffered

8. Changes

Sparks has the right to prescribe the changes in the delivery that may be desirable and sell duties to implement these, provided that the changes are within what the parties could reasonably expect when the agreement was concluded. Such changes may include, but are not limited to, changes in the scope or quality of the delivery, changes to the technical specifications, as well as changes to the delivery date. If the seller wishes to claim that the notified changes involve a change in price or delivery time, he shall notify the buyer in writing before the change is implemented. If the seller does not provide such a notification, the seller loses the right to implement such a change as basis for increase of price, delivery time or other relevant effects on the notification.

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Compensation for changes shall be in accordance with the agreement's original price and profit level. If changes result in savings for the seller, Sparks shall automatically be credited to this. If the parties disagree with the price effect of a change, the seller shall nevertheless effect the change without waiting for the final settlement of the dispute if Sparks requires this.

9. Cancellation

Sparks may cancel the delivery in whole or in part upon written notice to the seller. After such cancellation, Sparks shall pay the seller for the work already completed, as well as cover documented and necessary expenses incurred as a direct consequence of the cancellation. Beyond such costs, the seller is not entitled to any compensation at all.

10. Quality and HSE

The supplier must have a satisfactory quality assurance system. The supplier is obliged to have an HSE system in accordance with national law. The supplier shall ensure that all materials used in production or processes comply with the health, safety and environmental regulations in force in the manufacturing and sales countries. Seller shall ensure that the delivery / products comply with the regulatory requirements for chemicals. REACH regulations must be in agreement with the EU claim (EF1907 / 2006).

When delivering chemical substances and products, Regulatory Safety Data Sheets must be made available to Sparks.

When delivering chemical substances and products, the seller is responsible for ensuring that regulatory safety data sheets are registered and maintained in the Product Information Bank (PIB) in Norwegian, and cover costs.

Sparks or Sparks' customer have the right to conduct reasonable investigations and audits with the supplier and / or its subcontractors to ensure that the delivery is performed in accordance with both agreed quality assurance and HSE systems, as well as the order itself.

Serious accidents that occur in connection with deliveries to Sparks should immediately be reported to Sparks. Order number must be provided, and analysis report with cause analysis shall be sent to Sparks.

11. Ethical guidelines

The supplier shall ensure that employees in their own organization and with any subcontractors do not have poorer pay and working conditions than those provided for by collective agreements, regulations or normal for place and occupation.

This applies to all employees who contribute to fulfilling the agreement.

No child labor shall be used in any part of the production.

Sparks rejects those convicted of corruption, organized crime, fraud or money laundering.

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Sparks is also given the right to refuse suppliers who are convicted of a criminal offense relating to the occupational habits.

Seller commits himself to complying with current legislation, including legal practices and regulations regarding competition, anti-corruption and anti-corruption, Furthermore, the seller is obliged to review the Sparks Code of Conduct / Ethical Guidelines.

The supplier shall conduct his business in accordance with the Sparks Code of Ethics, and any other policies determined by Sparks and carry them on to suppliers / contractors at all stages of the supply chain.

12. Force Majore

Force majeure means an incident beyond a party's control that he should not have foreseen when the agreement was concluded and which he cannot reasonably expect to overcome or ward off the effects of.

Neither party shall be deemed to have breached a contractual obligation to the extent that he can demonstrate that compliance has been prevented due to force majeure.

The party who will declare force majeure shall as soon as possible inform the other party of the force majeure situation, its reason and the expected duration.

13. Disputes

Norwegian law is applicable to agreements entered into on the basis of these general terms and conditions of the purchase. In case of dispute, the dispute must be resolved by negotiation. If the negotiations are stuck and no solutions in place, the dispute shall be settled definitively for ordinary courts. The buyer's verdict is deemed to be adopted by both parties.