

GENERAL DELIVERY AND SALES CONDITIONS

FOR



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1. Scope – relationship to other provisions

These general conditions apply unless otherwise agreed in writing between the parties.

The buyer's purchasing conditions are to be applied in so far as they do not come into conflict with the agreed delivery and sales conditions stated here.

2. Quality

The buyer bears the risk of the goods in their entirety being suitable for his needs. The buyer bears the risk for choosing the method for assembling the goods and adapting them to other materials, etc.

If the materials have not been ordered in accordance with a specified standard in writing or with stated qualities, the materials will be delivered without responsibility for special quality-assurance digits or such like.

3. Quantity

The order confirmation or packing list determines whether the delivery is to take place according to weight, item, amount, statement of length, or something else.

When special dimensions and qualities are ordered, the buyer is always obliged to accept the normal deviation in quantity that arises during the manufacturing process.

4. Payment conditions

Should the seller so require, the buyer must provide a satisfactory guarantee for the correct payment. Such a requirement can be put forward up until the time of delivery.

A buyer's complaint that is due to an immaterial defect does not exempt the buyer from paying.

The buyer has no right to set off any amount apart from in connection with undisputed claims linked to the delivery to which the set-off applies.

If the payment deadline is exceeded, the buyer shall pay the interest on overdue payments that applies at all times.

5. Price proviso

Should the terminal or transport costs, or the insurance or public duties be altered or new ones introduced once the contract has been signed, the price can be changed correspondingly.

Any extra costs due to transport impediments that are not the fault of the seller are to be paid for by the buyer.

If the foreign-exchange rates are altered between the time when the contract is signed and the payment takes place, the price shall be changed correspondingly. However, the buyer will not be credited with differences in the rate of exchange that arise after the payment is due.

6. Invoicing

Invoices are to be dated with the day the goods are sent from the seller's warehouse or the day when the goods are ready to be sent in accordance with the contract/order confirmation.

The date of issuance forms the basis for the value-added-tax calculations.

7. Order confirmation

The contract is entered into on the seller's issuance of a written order confirmation or when delivery starts.

The order confirmation is accepted if the buyer does not object immediately (on the same or the following working day).

9. Delivery time

The latest of the following times applies as the basis for calculating the delivery time:

- the day on which the specification is definitely received by the seller or by the supplier with whom the order has been placed.
- the day on which the seller receives the payment that is to be paid in advance, or receives a guarantee.
- the day on which the necessary domestic or foreign public authorisation is granted.

If delivery is to take place at a set time, this will be correspondingly changed if the starting point for the calculation is changed.

Changed and additional deliveries extend the delivery time in so far as this is necessary due to the preparation and execution of the work/delivery in question.

10. Delivery and risk

Deliver takes place ex works (Incoterms 2000), unless otherwise agreed upon in the order confirmation.

The seller chooses the form of transport and is not obliged to choose the cheapest form of affreightment.

11. Delayed delivery

The seller is not liable for any delays in the delivery of the goods or their individual parts when this is due to circumstances beyond the seller's control (force majeure, cf item 16). In the case of such a delay, the buyer cannot demand compensation. Irrespective of the reason for the delay, the seller is not liable for the buyer's indirect losses, including any consequential loss.

If a set delivery time has been agreed upon and delivery is offered or takes place within a month after the agreed time, the buyer has no right to cancel the purchase.

If a set delivery time or delivery period has not been agreed upon, the buyer will be able to cancel the purchase if the delivery time is unreasonably long under the circumstances and the seller cannot offer to supply the goods within a month after the buyer has put forward a cancellation claim.

For goods that are to be manufactured/adapted, or which have been ordered with particular specifications for the buyer's purposes, the buyer can only cancel the contract if he proves that the delay will significantly defeat his purpose in purchasing the goods.

12. Cancellation

If the buyer cancels goods and/or services, he must pay for all the cancellation costs and pay full compensation for the seller's loss of profit and any other loss or expense that the seller may have.

13. Duty to examine and complaints

The buyer is obliged to examine the goods immediately after receipt.

All complaints must be in writing and contain a list of the nature and scope of the alleged defect.

Complaints regarding transport damage, the number of packages or weight must be submitted immediately (on the same or the following working day at the latest) after the arrival of the goods and must be documented to the correct transporter.

Complaints regarding the quality of or defects in the goods must be submitted immediately (on the same or the following working day at the latest) after the default is or should have been discovered.

For goods that are to be assembled or processed, all complaints must be stated in writing and the seller must be given the opportunity to examine the circumstances before assembly/processing begins.

14. Defective delivery – disclaimer of liability

Should there be any defect in the goods or work, the seller has the choice of remedying the defect, redelivering the goods or allowing a discount in price.

The right to plead there is a defect ceases if the goods are changed or repaired by any person other than the seller without the seller's written approval in advance.

If the seller remedies the defect or redelivers the goods within a reasonable time, the buyer has no right to cancel the purchase.

The buyer is not entitled under any circumstances to cancel the purchase if the defect is not a material one.

Apart from that stated above, the seller assumes no liability for damage or loss resulting from a defective delivery. Nor is the seller liable for any damage or loss that may arise to the buyer as a result of the goods' further use, or for other consequential loss, such as direct or indirect production losses, work expenses, penalties, freight, price differences, expected profit or any injury the goods may have caused to persons or things.

15. Agreed maximum liability

The seller's maximum liability for compensation to the buyer is in all circumstances limited to the value of the delivery. If there are several complaints, any accumulated liability is similarly limited.

16. Grounds for exemption (force majeure)

Any circumstance that makes the delivery difficult or causes delay to the delivery, both when such obstacles are general and when they affect the seller, the supplier or the transporter, shall constitute grounds for exemption.

Grounds for exemption include blockades, requisitions, confiscation, foreign-currency restrictions, import or export bans, licence refusals, including the danger of being black-listed, the rationing of fuel or other energy, power cuts, labour conflicts or any kind, insufficient supply of raw materials, lack of water, bad weather, snow and ice obstacles, flooding or other abnormal obstacle due to the weather or other natural circumstances, shipwrecks, including engine breakdowns, fire, epidemics, scrapping of materials, the bankruptcy or winding-up of a supplier, cancellations or delays, public regulations or delays on the part of a subcontractor, importer or transport company.

17. Disputes

This contract is to be governed by Norwegian law.

Any lawsuit is to be brought in the seller's venue.

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