

NRK's standard procurement terms and conditions

1. Application, definitions

NRK's standard procurement terms and conditions shall apply unless agreed otherwise in writing. The procurement terms and conditions apply to contracts for the supply of goods and services and for building work and construction.

"NRK" means Norwegian Broadcasting corp. Ltd., including all of NRK's departments, divisions and district offices, and NRK Aktivum AS.

"Supplier" means the seller or service provider, including any person or company dealing on the Supplier's behalf.

Any circumstances that are not regulated either by NRK's standard procurement terms and conditions or by other written agreement shall be regulated by the provisions of the Norwegian Sale of Goods Act (Act of 13 May 1988 on the sale of goods, "Kjøpsloven") or, in relation to the procurement of services, the general law of contract and tort.

2. Invitations to bid, tenders

Preparation of all tenders must be carried out free of charge. Any deviations from the requirements specified in the invitation to bid must be expressly stated and the relevant costs itemised. NRK is entitled to reject any tender without providing its reasons for doing so.

3. Ordering, requisition and order confirmation

NRK will be bound only by orders that it has placed in writing. Purchase requisition forms may be used for special procurements of a value not exceeding NOK 10,000. In such cases the Supplier must note the name of the NRK representative placing the order. The Supplier must provide NRK with written confirmation of all orders within 14 days of receipt. Satisfactory delivery will be considered to constitute confirmation of an order. NRK will not be bound by any orders not confirmed within the above-mentioned 14-day deadline.

4. Delivery

"Delivery" means acknowledged receipt by NRK at the contractual place for delivery. The Supplier must inform NRK of and do its utmost to mitigate the consequences of any delay.

The Supplier shall cover all transportation costs, pay all customs export or import duties, and bear the entire risk for the goods until delivery has taken place.

5. Safety data sheets

Safety data sheets in Norwegian must be sent to NRK for approval prior to the delivery of any substances or materials that may be hazardous to human health or the environment. Failure to provide such safety data sheets will cause delivery to be rejected. This provision does not apply to repeat deliveries of substances or materials supplied previously, provided that no interim updates have been made to the relevant safety data sheets.

6. Assembly, installation and skilled manual work

Where any type of installation or skilled manual work is to be undertaken on NRK's premises, the Supplier must familiarise itself with the form entitled "Guidelines for skilled manual work performed at NRK". One signed copy of the form must be returned to NRK.

If the work involves alterations to or structural interventions in walls, ceilings or floors (e.g. perforations), any such alterations or interventions must be made good immediately. Advance authorisation must be obtained for any alterations or structural interventions from NRK's Premises Office using the appropriate form.

7. Insurance

The Supplier undertakes to effect and maintain insurance cover adequate to cover any claim either from NRK or directed against NRK as a consequence of the Supplier's contractual risk or liability. This obligation is presumed fulfilled where the Supplier effects and maintains liability and risk insurance on Norwegian insurance market standard terms.

The Supplier shall provide NRK with copies of relevant insurance policies before commencing the contractual work.

The Supplier is responsible for insuring its own employees and equipment. The Supplier must ensure that sub-contractors performing assignments for NRK have the necessary insurance cover in place including, among other types of policy, liability insurance.

8. Drawings, documentation, intellectual property

No delivery will be considered complete unless it includes all drawings, service manuals and other contractually required documentation. No invoice will be cleared for payment until such documentation has been supplied. The Supplier is responsible for ensuring that no goods, services or documentation supplied infringe any third-party patents or other rights in such a way as to restrict their usage by NRK.

9. Invoicing, terms of payment, interest on arrears

The invoice should be numbered, dated, and at least contain information on: Buyer's name, address and VAT reg. / tax ID number, supplier's name, address and VAT reg. / tax ID number, if the supplier is registered in the VAT register, the number should be accompanied by VAT. Description of delivered goods or services, time and place of delivery, specified sales amounts with and without tax.

Unless otherwise agreed, the invoice should be transferred electronically on the standard format "Electronic Trade Format" (called EHF in Norway) and issued to one of the following companies:

NRK AS, Org.no. 976390512, or NRK Aktivum AS, Org.no. 978650759.

Payment terms should be 30 days net from the invoice date. No invoice may be submitted prior to the delivery of the goods or the completion of the service in question. Unless agreed in advance, all order processing charges/invoicing fees will be deleted.

In the event of late payment for reasons not attributable to the Supplier, interest on arrears may accrue pursuant to the provisions of the Norwegian Act on Overdue Payments (Act no. 100 of 17 December 1976).

10. Use of sub-contractors

Any use by the Supplier of sub-contractors, as well as any change of sub-contractors, must be approved in writing by NRK. Such approval may not be unreasonably withheld. All invoices should be issued by the Supplier.

11. Pay and working conditions

The Supplier must ensure that the pay and working conditions of its own employees and, if relevant, those of any sub-contractors comply at least with the requirements of national collective bargaining agreements or with standard practices for the relevant type of work and location.

12. Technical specifications

To the extent that NRK has prepared technical specifications for the goods or services in question, or to the extent that corresponding Nordic or European standards or norms exist, such specifications, standards or norms shall apply to the goods or services ordered.

NRK will ensure that the Supplier is provided with the necessary information.

13. Duty of confidentiality, drawings etc.

Any information about NRK to which the Supplier becomes party during the negotiation and performance of the contract must be treated confidentially and not made available to third parties without the consent of NRK. This duty of confidentiality continues to apply after the contract has ended.

Any drawings or other documentation provided to the Supplier by NRK remain the property of NRK and must not be copied or forwarded without the express consent of NRK. Drawings etc. that are the property of NRK must not be used for other purposes than those envisaged by NRK. Production documents provided to the Supplier by NRK in relation to an order may not be applied to subsequent orders without the express written agreement of NRK. Any documentation/drawings provided to the Supplier by NRK must be returned immediately upon request.

14. Assignment

The Supplier may not assign its contractual rights and obligations without the written consent of NRK.

15. Choice of law, legal venue

In the event of any dispute Norwegian law shall apply to the interpretation and performance of the order and the related terms and conditions. In the event of court proceedings, NRK is entitled to select the legal venue.