

[Choose contract type]

between

**The Norwegian Food Safety
Authority**

and

[Name of the supplier]

[Duration]

Contract reference: Case no. in ePhorte: **[Insert case no. in ePhorte]**

Contract area: **[Short description of Contact area]**

Standard Contract for purchase of services

Contract of the Parties' obligations between:

The Norwegian Food Safety Authority

Org.No.: 985 399 077

(the "Buyer")

and

[Name of the Supplier]

Org.No.: [The Supplier's org.no.]

(the "Supplier")

Together referred to as the "Parties" or separately a "Party".

On behalf of the Buyer:	On behalf of the Supplier:
<p data-bbox="363 1021 584 1052">[Place and date]</p> <hr data-bbox="220 1137 730 1146"/> <p data-bbox="338 1182 609 1245">[Name of signatory] [Title]</p>	<p data-bbox="1011 1021 1232 1052">[Place and date]</p> <hr data-bbox="863 1137 1374 1146"/> <p data-bbox="984 1182 1256 1245">[Name of signatory] [Title]</p>

The Buyer's signatory confirms by its signature on this document that it has the prerequisite authorization to bind its contract party under this Contract.

- Authorisation endowed by position
- Written authorisation enclosed

The Supplier's signatory confirms by its signature on this document that it has the prerequisite authorization to bind its contract party under this Contract.

- Authorisation endowed by position
- Written authorisation enclosed

This Contract is issued in two copies, of which one is kept by the Buyer and one is kept by the Supplier.

Written communication regarding this Contract

All written communication regarding this contractual relationship shall be sent to the following addresses:

Communication to the Buyer:
Mattilsynet – [Navn på enhet]
Felles Postmottak
Postboks 383
2381 Brumunddal, Norway

Communication to the Supplier:
[Name of the Supplier]
[Address]
[Zip code and city]

The Parties' appointed Contacts (name, position, telephone number, e-mail)

On behalf of the Buyer:

[Name]
[Position]
[Telephone]
[E-mail]

On behalf of the Supplier:

[Name]
[Position]
[Telephone]
[E-mail]

INNHOLDSFORTEGNELSE

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1 CONTRACT TYPE AND PURPOSE

1.1 Contract type

This Contract is a (tick the correct alternative)

- Framework Agreement for purchase of services
- Contract for individual purchase of services

If "Contract for individual purchase of services" has been ticked above, the clauses 7 – 9 (Special provisions for Framework Agreements) of this Contract do not apply.

1.2 Purpose of the Contract

This Contract has been entered into to cover the Buyer's need for services included in the scope of the Contract, ref. Clause 3.1 in this Contract.

The purpose of the Contract is to govern the Parties rights and obligations in connection with the purchase of the Contract Object as defined in Clause 3 of this Contract.

2 CONTRACT DOCUMENTS AND RANKING

2.1 Contract documents

The Contract contains the following documents:

All rows shall be ticked (yes or no)	Yes	No
Appendix 1: Buyer's requirement specification	X	
Appendix 2: Supplier's solution specification	X	
Appendix 3: Buyer's technical platform		
Appendix 4: Project- and progress plan		
Appendix 5: Testing and approval		
Appendix 6: Administrative provisions		
Appendix 7: Total price and payment terms	X	
Appendix 8: Changes to the general contractual wording		
Appendix 9: Changes of the delivery subsequent to the formation of the Contract	X	
Appendix 10: Options		
Appendix 11: Re-opening of competition		
Appendix 12: Call-off order form		
Other Appendices		

2.2 Ranking

Changes to the general contractual wording shall be set out in Appendix 8, unless the general contractual wording refers such changes to a different Appendix.

For the Buyer: _____

For the Supplier: _____

The following principles of interpretation shall apply in the case of conflict:

1. The general contractual wording shall prevail over the Appendices
2. Appendix 1 shall prevail over the other Appendices
3. To the extent that it is clearly and unequivocally specified which clause or clauses have been changed, replaced or supplemented, the following principles of precedence shall apply:
 - a) Appendix 2 shall prevail over Appendix 1
 - b) Appendix 8 shall prevail over the general contractual wording
 - c) If the general contractual wording refers changes to any Appendix other than Appendix 8, such changes shall prevail over the general contractual wording
 - d) Appendix 9 shall prevail over the other Appendices

Where it has not been stated otherwise, Appendices with a lower numbering shall prevail over Appendices with a higher numbering in the case of conflict.

In general the principle that special provisions shall prevail over general provisions, and the principle that newer provisions shall prevail over older provisions, shall apply.

3 SCOPE AND DURATION (CONTRACT OBJECT)

3.1 *The Scope of the Contract*

This Contract encompasses the performance of services as specified by the Buyer in Appendix 1, ref. the Suppliers solution specification, ref. Appendix 2, and which may be further specified in connection with the individual call-off. If the Contract includes options, these shall be specified in Appendix 10. Options do not include any obligation on the part of the Buyer, unless otherwise explicitly stated.

3.2 *Duration*

3.2.1 Framework Agreement

If the choice "Framework Agreement for purchase of services" has been ticked in Clause 1.1, the following applies:

The Contract applies from [date] and will run for [number] years, with an option for the Buyer to extend the Contract for an additional period of up to [number] years, with a total maximum duration of 4 years. Any prolongation shall be notified with a minimum of 1 month's written notification prior to the expiry of the current Contract period.

3.2.2 Contract for individual purchase of services

If the choice "Contract for individual purchase of services" has been ticked in Clause 1.1, the following applies:

The Contract applies from [date] until such time as the Parties have fulfilled their obligations according to this Contract, or otherwise terminated in accordance with the terms of this Contract.

4 DEFINITIONS

"Parties" means the Buyer and the Supplier.

"Subcontractor" means other contractors who the Supplier cooperates with and who are directly contributing to the Supplier's fulfilment of its obligations under this Contract.

For the Buyer: _____

For the Supplier: _____

“Contract” means this document including the Appendices listed and ticked in Clause 2.1.

“Contract Object” means the performance as defined in the Scope of the Contract in Clause 3.1.

“Service assistance” means service performance where the Supplier is engaged as a resource to participate in an internal process together with the Buyer.

“Service commission” means service performance where the Supplier is engaged to perform a specific work and deliver a defined end result.

“Mini Competition” means the re-opening of a competition under a framework agreement with multiple suppliers (parallel framework agreements) where all the terms are not set out in the tendering documents.

“Weekday” means the week days Monday to Friday, except Norwegian public holidays.

5 PRICE AND PAYMENT TERMS

5.1 Prices

Prices and any other cost elements in Appendix 7 constitute the Buyer’s full and total payment obligations under this Contract.

All prices are quoted excl. VAT. Customs and other taxes and fees are included, unless otherwise clearly stated.

Offers/campaigns offered in the general market by the Supplier during the Contract period, and which are more advantageous than the terms and conditions of this Contract, shall automatically apply to the Buyer. The Supplier undertakes to make such offers known to the Buyer.

5.2 Compensation based on hours worked

If the consideration is to be based on hours recorded on an ongoing basis, an estimate of the number of hours shall be set out in Appendix 7. For call-offs, the estimated hours shall be set out separately. Any price reduction in the event that the estimate is exceeded shall be specified in Appendix 7.

5.3 Disbursements and travel

Disbursements shall only be reimbursed to the extent agreed. Travel and subsistence costs shall be paid pursuant to the Government Travel Allowance Scale applicable at any given time, unless otherwise agreed in Appendix 7. Travel time shall only be invoiced if this is agreed in Appendix 7.

5.4 Price adjustment

Prices may be adjusted to the extent that rules or resolutions pertaining to indirect taxes are amended in a way that affects the consideration or costs of the Supplier.

Any other provisions pertaining to price adjustment are set out in Appendix 7.

5.5 Advance payment

If the Buyer at any time makes an advance payment, it may demand that the Supplier gives a sufficient warranty for the prepaid amount.

For the Buyer: _____

For the Supplier: _____

5.6 Invoicing

5.6.1 Invoicing routines

Invoices shall be submitted at the end of each calendar month, provided that no other invoicing schedule is agreed in the payment plan included in Appendix 7.

Invoicing shall be done with payment each 30 calendar days. If the service includes ongoing service assistance, the invoiced amount shall relate to the accrued time up to the time of invoicing. The term of payment shall not accrue before delivery is made and an approved invoice has been received. An approved invoice is an invoice which shall be specified and documented, so that the Buyer can easily check whether the invoiced items have been received and conform to the agreement and the requirements set by the Buyer.

If the Buyer is to use electronic invoicing, or if there are supplementary terms for invoices, this shall be stated in Appendix 7.

5.6.2 Transfer of invoice

The Supplier cannot transfer an invoice for collection to any third party without the prior written approval of the Buyer.

6 DELIVERY – TIME, PLACE AND MANNER

If this is a Framework Agreement, the delivery place, type and manner shall be agreed for each individual call-off, unless otherwise is separately agreed in Appendix 6.

Delivery shall be done according to the agreed progress plan, ref. Appendix 4. If the service to be performed includes several part commissions, a delivery date for the individual commission shall be agreed in Appendix 4.

Delivery is deemed completed when the services are performed in accordance with what has been agreed and the Buyer has approved the delivery. If the Supplier shall perform a service commission, the delivery is not deemed completed until any relevant documents etc. has been delivered and approved by the Buyer. If the Contract contains a plan for testing and approval, see Appendix 5, delivery is deemed completed after the testing is completed and approved.

7 TYPE OF FRAMEWORK AGREEMENT

This Framework Agreement is a (tick):

- Framework Agreement with one supplier for which all terms and conditions are specified in the Framework Agreement, ref. call-off procedure in Clause 9.2.
- Framework Agreement with one supplier for which all terms and conditions are not specified in the Framework Agreement, ref. call-off procedure in Clause 9.3.
- Framework Agreement with multiple suppliers for which all terms and conditions are specified in the Framework Agreement, ref. call-off procedure in Clause 9.4.
- Framework Agreement with multiple suppliers for which all terms and conditions are not specified in the Framework Agreement, ref. call-off procedure in Clause 9.5.

For the Buyer: _____

For the Supplier: _____

8 WHO MAY PERFORM A CALL-OFF

Call-offs may be performed by all those assigned the authorisation to do so by the Buyer.

If the Supplier is uncertain of whether a person has call-off authorization, he shall ask the Buyer for that information.

If a call-off is performed by a person without call-off authorization, and the Supplier knew or should have known that the call-off authorization was missing, the call-off shall be annulled such that the call-off never took place. All costs of such a situation shall be at the Supplier's expense.

9 CALL-OFF UNDER THE FRAMEWORK AGREEMENT

9.1 *General provisions relating to call-offs*

Call-offs under this Contract shall be performed in accordance with the relevant procedure for the type of Framework Agreement stated in Clause 7 as described in Clauses 9.2 up to and including 9.5.

When performing call-offs under this Contract, the call-off form in Appendix 12 shall be completed. The individual call-off shall be agreed separately. The Buyer's request for use of the Framework Agreement shall be included as an appendix to the call-off form.

The Buyer has the right to decide that call-offs shall be made by the use of suitable electronic competition performance tools. If this is to be used the Buyer has the obligation to provide the Supplier with access to and necessary instruction the use of the system.

9.2 *Call-off under Framework Agreement with one Supplier for which all terms and conditions are specified in the Framework Agreement*

Call-off within a Framework Agreement with one Supplier for which all terms and conditions are specified in the Framework Agreement shall be performed on the basis of the terms and conditions specified in the Framework Agreement.

9.3 *Call-off under Framework Agreement with one Supplier for which all terms and conditions are not specified in the Framework Agreement*

Call-off within Framework Agreements with one Supplier for which all terms and conditions are not specified in the Framework Agreement shall be performed on the basis of the terms and conditions specified in the Framework Agreement.

For terms and conditions not specified in the Framework Agreement, the Buyer may in connection with the call-off consult the Supplier in writing, and if necessary request that the Framework Agreement is supplemented. Such supplementation may be effected using the call-off form in Appendix 12.

For the Buyer: _____

For the Supplier: _____

9.4 Call-off under Framework Agreement with multiple suppliers for which all terms and conditions are specified in the Framework Agreement

Call-off within Framework Agreements concluded with multiple suppliers for which all terms and conditions are specified in the Framework Agreement shall be performed on the basis of the terms and conditions specified in the Framework Agreement, without conducting a new tender competition.

Allocation of contracts between the suppliers shall be done in accordance with the mechanism ticked below:

Prioritizing model

SUPPLIER	PRIORITY	COMMENT

Allocation based on percentage of total scope

SUPPLIER	PERCENTAGE	COMMENT

Other allocation model

[Description of other allocation mechanism. If not relevant, delete this text.]

9.5 Call-off under Framework Agreement with multiple suppliers for which all terms and conditions are not specified in the Framework Agreement (mini competition)

9.5.1 Competition procedure

Mini competition under this Framework Agreement shall be conducted as a

- Open procedure
- Negotiated procedure
- Competition procedure shall be announced in the tendering documents for the mini competition.

The Buyer may under this Framework Agreement, in addition to conduct a mini competition, choose to make call-offs based on the ranking of the suppliers based on the evaluation criteria from the initial competition. If call-offs under this Framework Agreement shall be made both using mini competition, and based on ranking, the following conditions must be met:

- a. The Buyer shall have notified in the tender document that the award of contracts may be carried out both based on ranking from the initial competition and after the completion of a mini competition, and
- b. have described which ranking model is to be used in Appendix 6, and
- c. have defined the rules for when awarding shall be made based on the ranking from the initial competition and when awarding shall be made based on a mini

For the Buyer: _____

For the Supplier: _____

competition in a way that ensures that the Buyer cannot choose freely which procedure to use for each individual contract award.

Terms for which procedure for call-offs are to be used, and at what time, shall be stated in Appendix 6.

9.5.2 The procedure for mini competitions

Mini competitions shall be performed based on the terms used to award the Framework Agreement. The terms may if necessary be clarified. The competition may also be based on other terms, provided that these are stated in the tender documentation for the Framework Agreement. The competition shall be performed in the following manner:

- a. For each call-off, the Buyer shall consult in writing those suppliers that are capable of carrying out the call-off
- b. The Buyer shall stipulate a sufficient deadline for submitting the bids for the individual call-off. When determining the deadline, conditions such as the complexity of the call-off and the time required for drawing up the tender shall be considered
- c. The bids shall be submitted in writing, and the content shall be kept confidential until expiry of the stipulated deadline, and
- d. The Buyer shall allocate each call-off to the Bidder that has submitted the best bid based on the award criteria stipulated in the Tender documentation for the Framework Agreement, ref. Appendix 11.

9.5.3 The result of a mini competition

If the new Tender Competition results in a concrete call-off, the Tender shall be concluded in accordance with Appendix 12. The Buyer's request for use of the Framework Agreement shall be included as an appendix to the call-off order form.

If the new Tender Competition results in an award of the rights to a single Supplier within the area which the Tender concerns, the call-off shall occur in accordance with the procedure incorporated above in Clause 9.2.

If the result of the new Tender competition results in an award of the right to several suppliers to deliver within the area which the Tender concerns, either in preferred order or by other allocation model, the call-off shall occur in accordance with the procedure incorporated above in Clause 9.4.

10 SUPPLIER'S CONTRACTUAL OBLIGATIONS

10.1 General Obligations

The services shall be completed in accordance with the Contract, and shall be performed efficiently, effectively and to a high professional standard.

The Supplier shall cooperate with the Buyer in good faith, and shall attend to the interests of the Buyer.

Requests from the Buyer shall be replied to without undue delay.

The Supplier shall, without undue delay, give notice of circumstances that the Supplier understands, or ought to understand, may be of relevance to the completion of the Contract, including any expected delays.

For the Buyer: _____

For the Supplier: _____

10.2 Delivery

The Supplier shall make the Contract Object available at the place of delivery, at the agreed time and in the agreed manner in accordance with the Clause 6.

The Supplier shall perform the services at the agreed place.

10.3 Characteristics of the Contract Object

10.3.1 General

The Supplier shall perform the services in accordance with the requirements in the Contract.

The Contract Object shall be appropriate for the intended purpose.

The Supplier is responsible that the performance of the services are done in accordance with applicable law, and otherwise in accordance with prevailing trade rules and any other rules that may influence the performance of the services. The Supplier shall obtain and maintain all necessary permissions and approvals for the performance of the services, and upon request from the Buyer document that necessary permissions and approvals exist.

10.3.2 Use of standards and methods

The Supplier shall apply the standards and/or methods, etc., if any, specified by the Buyer in Appendix 1, or specified by the Supplier in Appendix 2 or that is agreed in connection with a call-off.

The Buyer shall be enabled to check and verify work performed by the Supplier, as well as adherence to the specified standards/methods.

10.4 Transfer of competence

The Supplier is obliged to transfer competence built up under this Contract to the Buyer in the way the Buyer decides.

10.5 Transfer of rights

10.5.1 The transfer

The right of ownership, the copyright and all other relevant rights, including all other relevant material and intellectual property rights, to results of the service shall accrue to the Buyer when payment has been made, unless otherwise agreed in Appendix 8, and subject to any limitations laid down by other agreements or by mandatory law.

These rights also include the right to alteration and the right to further assignment, cf. Section 39b of Act No. 2 of 12 May 1961 relating to Copyright in Literary, Scientific and Artistic Works, etc. (the Copyright Act).

The Supplier shall retain the rights to his own tools and methods. Both Parties may also utilise general know-how that they have accumulated in connection with the Contract Object, provided that such know-how is not confidential.

For the Buyer: _____

For the Supplier: _____

10.5.2 Defect in title

10.5.2.1 Third party rights

The Supplier shall deliver the Contract Object free of any third party claims that are not described in the Contract and shall indemnify the Buyer from any form of third party claims relating to the Contract Object.

10.5.2.2 Government regulations

The Supplier shall deliver the Contract Object with the necessary approvals, certificates and permits that are required by public bodies in order for the Buyer to utilise the Contract Object in the manner that it is intended to be used.

The Supplier shall in all cases deliver the Contract Object with the necessary approvals, certificates and permits that are required by public bodies for application in such a manner as similar objects are normally used, unless it is agreed in writing that the Buyer shall acquire these.

10.6 Transfer of documents

10.6.1 Transfer of documents that represent the Contract Object

Where the Contract Object is represented by documents, these shall be delivered together with the Contract Object and in all cases no later than at the time of delivery, cf. Clause 6.

10.6.2 Transfer of documents important for utilisation of the Contract Object

Manuals, service documents, drawings, schematics or similar documentation for the Contract Object shall be delivered together with the Contract Object and in all cases no later than at the time of delivery, cf. Clause 6, unless otherwise agreed in writing.

10.6.3 Transfer of statistics for delivery

At the expiry of the Contract period, and otherwise upon the request of the Buyer, the Supplier is obliged, without extra costs, to transfer statistics for delivery to the Buyer for deliveries made under the Contract. If the Buyer requests such statistics the Supplier shall transfer the statistics without undue delay after receipt of the request. The statistics shall contain information about delivery places, contact persons, delivery frequency, sales under the Contract and other relevant information. Any supplementary terms for the contents of and the frequency of the delivery of statistics may be defined in Appendix 6.

10.7 Key personnel and other personnel

The Suppliers key personnel in connection with the performance of the service shall be specified in Appendix 6. Key personnel can be agreed for each call off.

Change of key personnel with the Supplier requires the prior written approval of the Buyer. Such approval shall not be unreasonably withheld.

At the change of personnel due to circumstances relating to the Supplier, the Supplier shall carry the cost of transfer of expertise to the new personnel.

For the Buyer: _____

For the Supplier: _____

10.8 Risk and responsibility for communication and documentation

The Parties shall ensure proper communication, storage and backup of documents and other material of importance to service performance in whatever form, including e-mail and other electronically stored material.

The Supplier has the risk and full responsibility for all material, regardless of form, that are damaged or destroyed while it is located under the Buyer's control.

10.9 Use of subcontractors

The Supplier may only use subcontractors to meet his contractual obligations where such use does not impair or threaten to impair the contractual performance.

Any use of subcontractors requires prior written approval from the Buyer. Such approval shall not be unreasonably withheld.

The Supplier's contractual obligations under this Contract apply correspondingly to the subcontractor. The Supplier undertakes to inform the subcontractor of this. The Supplier is in all circumstances liable to the Buyer for services from a subcontractor as if he had performed the service himself.

10.10 Insurance

The Supplier shall maintain insurance for his performance in accordance with the prevailing trade standards for the service category.

10.11 Notification obligation

If the Supplier is hindered in fulfilling his obligations at the correct time, he shall without undue delay notify the Buyer of the impediment and its effect on fulfilling the Contract. The Supplier shall be able to document when and how such notification is given.

10.12 Confidentiality obligation

Information that comes into the possession of the Supplier in connection with the Contract and the implementation of the Contract shall be kept confidential, and shall not be disclosed to any third party without the consent of the other Party.

The confidentiality obligation pursuant to this provision shall not prevent the disclosure of information if such disclosure is required pursuant to an act or regulations, including disclosure and a right of access pursuant to the Act of 19 May 2006 relating to the Right of Access to Documents in the Public Administration (the Freedom of Information Act). The other Party shall, if possible, be notified prior to the disclosure of such information.

The confidentiality obligation shall not prevent the information from being used when there is no legitimate interest in keeping it confidential, for example when it is in the public domain or is accessible to the public elsewhere.

The Supplier shall take all necessary precautions to prevent unauthorised persons from gaining access to, or knowledge of, confidential information.

The confidentiality obligation shall apply to the Supplier's employees, subcontractors and to third parties who act on behalf of the Parties in connection with the implementation of the Contract. The Supplier may only transmit confidential information to such subcontractors and third parties to the extent necessary for the implementation of the Contract, and provided that they are subjected to a confidentiality obligation corresponding to that stipulated in this Clause.

For the Buyer: _____

For the Supplier: _____

The confidentiality obligation shall not prevent the Parties from utilising experience and expertise developed in connection with the implementation of the Contract.

The confidentiality obligation shall continue to apply after the expiry of the Contract. Employees or others who resign from their positions with the Supplier shall also be subjected to a confidentiality obligation in respect of matters mentioned above following their resignation.

10.13 Advertising, customer courtesy etc.

The Supplier shall obtain prior approval from the Buyer if the Supplier for advertisement purposes or in other way wishes to give the public information about the Contract beyond using the delivery as general reference.

The Supplier shall, in his marketing of the Contract to the Buyer and representatives of the Buyer, act in good faith with the intention and content of the Contract.

The Supplier shall only market services, etc. subject to the Contract, and has an independent responsibility not in any way to provide or encourage call-offs on the services and any goods that are not subject to the Contract.

The Supplier shall not offer the Buyer or representatives of the Buyer any gift, or gift similar goods or services in connection with the Contract between the Supplier and the Buyer.

At the expiry of the Contract period, or any other termination of the Contract, the Supplier shall contribute to a flexible transition to any new Supplier by terminating all forms of marketing of the current Contract with the Buyer, and reject any call-offs based on the concluded contractual relationship.

10.14 Current wages and working conditions

The supplier shall make sure that its employees and any possible sub-suppliers, that directly contributes to fulfil the contract, has wages and working conditions in accordance with the provisions of the Regulations (forskrift) 2008-02-08 no. 112, regarding wages and working conditions in public contracts.

In areas covered by the Regulations about general collective tariff agreement, the supplier shall make sure that the wages and working conditions is in accordance with the current regulations.

In areas that are not covered by the regulations about general collective tariff agreement, the supplier shall make sure that the wages and working conditions is in accordance with the national tariff agreement for the current trade/ branch. In this context wages and working conditions means the provisions on: minimum working hours, wages including overtime work, shift- and rotation work increment and inconvenient increment, and the coverage of travel, meals and accommodation, to the extent such regulations is required by the tariff agreement.

The supplier and any sub suppliers, upon request, must be able to present documentation on the wages and working conditions for the employees who contributes to fulfil the contract in accordance to the Regulation (forskrift) 2008-02-08 no. 112, regarding wages and working conditions in public contracts.

For the Buyer: _____

For the Supplier: _____

11 BUYER'S REMEDIES FOR BREACH OF CONTRACT

11.1 Limitation period

If the Buyer wishes to make a claim for breach of Contract, it shall notify the Supplier in writing of the defect within a reasonable time after the defect was or should have been discovered.

If the Buyer does not submit a claim within 3 (three) years after the date of taking over the object, he loses the right to make a claim for that defect. This does not apply if the Supplier through a guarantee or other contract has assumed liability for defects for a longer period.

The Buyer may in any event, make a claim in respect of the defect, if the Supplier has shown gross negligence or otherwise behaved contrary to integrity and good faith.

11.2 Breach of notification obligation

If the Buyer does not receive notification as stipulated in Clause 10.11, the Buyer can demand damages for any loss that could have been avoided if it had received notification within the time limit.

11.3 Extension deadline

The Buyer may set a reasonable extension deadline in order for the Supplier to meet his obligations. If the Supplier requests such a deadline from the Buyer, the deadline shall be considered approved if the Buyer does not respond to the request within 10 (ten) weekdays after receipt of the request by the Buyer.

The Buyer shall not make a claim for breach of contract while the deadline is running, unless the Supplier has notified that it will not meet its obligations within the extension deadline.

The extension deadline shall not in any way affect the Buyer's right to daily fines or damages accrued prior to the granting of the extension deadline.

11.4 Replacement of personnel

The Buyer may require the immediate replacement of personnel at the Suppliers cost if the Buyer deems this personnel to be acting in a blameable manner or to be unfit to perform the Service.

11.5 The Buyer's request for cure

The Buyer may demand that the Supplier commences and completes a cure at his own cost for any and every non-fulfilment of the Supplier's obligations that arise during the limitation period. The cure may take the form of redelivery, supplementary deliveries or repair, or in any other way that ensures that the Contract Object conforms to what has been agreed, will conform to the contractual quality and that the delivery as a whole functions as intended.

The Supplier shall commence and complete the curing of the breach of contract without undue delay. The work shall be completed within a reasonable time, or if the Parties have agreed a deadline for cure, within this deadline.

If the Supplier has failed to cure the breach of contract within the deadlines that apply pursuant to this provision, or if under the circumstances it would be unreasonable to demand that the Buyer await the Supplier's cure, the Supplier shall cover any expenses

For the Buyer: _____

For the Supplier: _____

incurred by the Buyer for cure by a third party. Such expenses shall be deducted from any damages paid for the same breach of contract.

Cure by the Supplier does not void the Buyer's right to demand damages for overdue fulfilment of the Contract.

11.6 The Supplier's right to redelivery and rectification

Even if not requested by the Buyer, the Supplier has the right to, at its own cost, conduct rectification when this can occur without undue delay and without significant disadvantage for the Buyer or uncertainty with regard to reimbursement by the Supplier of expenses incurred by the Buyer.

If the Supplier notifies the Buyer that it will conduct rectification or redelivery within a given time period, and the Buyer does not respond within 10 (ten) weekdays after receipt of the notification, the Supplier can conduct rectification or redelivery within the time period specified.

The Supplier shall not claim that it has not been given the opportunity to rectify or redeliver if the Buyer has rectified the defect and if in the circumstances it would be unreasonable to demand that the Buyer await the Supplier's rectification or redelivery.

Rectification or redelivery by the Supplier does not void the Buyer's right to demand damages for overdue fulfilment of the Contract.

11.7 Improvements with compensation

If the Buyer demands that the Supplier conducts rectification and the Supplier believes that the need for rectification is not due to any fault or defect for which the Supplier is liable, the Supplier shall nevertheless undertake to conduct rectification in accordance with the provisions in Clause 11.5. In the event that the Supplier at a later date submits a claim for reimbursement for rectification, it must have submitted a prior binding price offer on rectification to the Buyer.

If the Supplier documents that rectification has been made for defects or faults for which the Supplier is not liable, the Supplier may demand reimbursement of expenses incurred in accordance with the binding price offer.

11.8 Withholding of payment

If the Buyer has claims resulting from the Supplier's breach of contract, the Buyer is entitled to withhold as much of the purchase price as the breach appears to constitute of the total compensation. The Supplier cannot claim penalty interest for the withheld amount, as long as the withholding is not clearly unreasonable.

11.9 Daily fines for delay

If the Supplier does not meet deadlines as agreed, the delay constitutes grounds for daily fines. Daily fines shall start to accrue automatically in the event of overdue delivery.

Daily fines constitute 1 % of the compensation excl. VAT for the part of the delivery that is affected by the delay per work day, limited to 20 (twenty) week days. The daily fine constitutes in any event a minimum of NOK 1000 per day. Other fines and terms can be agreed in Appendix 7.

For the Buyer: _____

For the Supplier: _____

The Buyer cannot discharge the Contract while a daily fine is running. This does not apply if the Supplier or someone for whom it is liable has shown gross negligence or otherwise behaved contrary to integrity and good faith.

If the daily fine does not cover the Buyer's documented direct losses incurred by the delay, the Buyer can claim damages for the excess amount.

11.10 Price reduction

If a cure is not carried out within a reasonable time period, or if the Supplier does not manage to cure a defect, the Buyer is entitled to demand a proportional reduction in price.

Price reduction is compensation for the reduced value of the delivered goods, and is additional to compensatory damages.

11.11 Discharge

11.11.1 Discharge through delay

The Buyer may discharge the Contract with immediate effect if the delay exceeds the daily fine period, cf. Clause 11.9, or if the delay results in material reduction of the value of the Contract Object for the Buyer.

If the Supplier is granted an extension deadline in accordance with Clause 11.3, the Buyer is not entitled to discharge the Contract before expiry of this deadline. This does not apply if the Supplier has notified that it will not deliver within this deadline.

11.11.2 Discharge through function defects

The Buyer may discharge the Contract if there are function defects that constitute a material breach of contract.

The Buyer shall notify the Supplier of the discharge within a reasonable time after it knew or should have known about the function defect. This does not apply if the Supplier has shown gross negligence or otherwise behaved contrary to integrity and good faith.

11.11.3 Discharge through defects in title

If there is any defect in title of the Contract Object and such defect or defects are not cured within a reasonable time the Buyer may discharge the Contract with immediate effect.

11.11.4 Discharge through a final and enforceable judgment

If the Supplier is found guilty through a final and enforceable judgement of participating in a criminal organisation or of corruption, criminal fraud or money laundering, or is found guilty of punishable offences in relation to professional conduct, the Buyer may discharge the Contract with immediate effect.

11.11.5 Discharge through bankruptcy, composition with creditors, etc.

If, in connection with the Supplier's operations, debt negotiations, composition with creditors or bankruptcy or other form of creditor management are opened, or if the Supplier is in liquidation, has stopped operations or is undergoing a similar process pursuant to national laws and regulations, the Buyer has the right to discharge the Contract with immediate effect.

For the Buyer: _____

For the Supplier: _____

11.11.6 Discharge settlement

At discharge, the Buyer's rights to the Contract Object cease.

If demanded by the Supplier, the services delivered by him shall be returned or deleted or destroyed in a responsible manner after discharge. The Supplier shall cover the costs of this.

At discharge, the Buyer may demand reimbursement of any payments made under the Contract, with the addition of penalty interest from the time that the payment(s) were made.

The Buyer has, until a replacement solution has been found for the delivered items, the right to use such items as agreed.

The Supplier may demand a deduction for the value of using services the Buyer has received before discharge or later.

11.12 Substitute purchase at discharge

At discharge, the Buyer has the right to conduct a substitute purchase in a reasonable manner and within a reasonable time after discharge. In the event of a claim for damages, the Buyer is entitled to damages for the difference between the Contract price and the substitute transaction, in addition to other damages pursuant to this Contract.

11.13 Damages / limitation of damages

The Buyer may claim damages for consequential losses caused by the Supplier's breach of contract insofar as the Supplier does not demonstrate that the breach is due to suspension grounds as mentioned in Clause 16 or circumstances on the part of the Buyer.

Damages shall cover the Buyer's direct losses. Losses which are due to additional work are considered to be direct losses.

Any accrued daily fines shall be deducted from any damages paid for the same breach.

Indirect losses are not covered.

Damages are limited to the total amount of the payment pursuant to the Contract excluding VAT.

In the event that the Supplier has shown gross negligence or otherwise acted contrary to integrity and good faith, the limitations in damages stipulated in this provision do not apply.

11.14 Anticipated breach

11.14.1 Anticipated breach

Anticipated breach occurs when after signing the Contract it becomes apparent from the Supplier's actions or a material failure in his credit standing or ability to fulfil his obligations that he will not fulfil a substantial part of his contractual obligations.

For the Buyer: _____

For the Supplier: _____

11.14.2 Right to withhold

Where an anticipated breach exists, the Buyer is entitled to withhold performance of his obligations and payments until the Supplier provides satisfactory security for their performance.

If payments are withheld due to anticipated breach, the Buyer shall immediately notify the Supplier of this. If no such notification is given, the Supplier may claim damages for losses that could have been avoided if the notification had been given.

11.14.3 Discharge through anticipated breach

If it becomes apparent in the period prior to fulfilment that the Supplier will be in such breach of the Contract that this would give the Buyer the right to discharge, the Buyer may discharge the Contract prior to the time of fulfilment. The Supplier may avoid discharge by providing adequate security that its obligations will be fulfilled.

If possible, the Buyer shall notify the Supplier so that it has opportunity to provide security in order to avoid discharge.

11.15 Violation of the rules on advertising, customer care etc.

Violation of the rules on advertising, customer care etc, cf. Clause 10.13, is considered a substantial breach of contract and means that the Buyer may discharge the Contract with immediate effect.

By discharge following this provision, the Buyer has no financial obligations towards the Supplier, and the Supplier shall carry all cost connected with the discharge. The Buyer shall nonetheless pay for services already delivered according to Clause 6.

11.16 Violation of wages and working conditions

If the Supplier does not comply with the requirement of current wages- and working conditions, cf. Clause 10.14, the Buyer has the right to withhold parts of the compensation until it is documented that the compliance has been achieved. The sum withheld shall correspond to approximately two times the saving for the employer.

If such conditions are not corrected without undue delay, this will constitute a material breach of contract that will give the Buyer the right to discharge the Contract.

11.17 Over billing

If the Buyer reveals over billing in relation to the agreed price or in relation to what has been delivered, the Buyer may impose liquidated damages of up to 20 % of the value of the bill in question.

If the liquidated damages do not cover the Buyer's monetary loss caused by the overbilling, the Buyer may claim damages for the exceeding amount in accordance with section 11.13.

12 THE BUYER'S CONTRACTUAL OBLIGATIONS

12.1 General obligations

The Buyer shall contribute to the completion of the services in good faith.

Requests from the Supplier shall be replied to without undue delay.

For the Buyer: _____

For the Supplier: _____

The Buyer shall, without undue delay, give notice of circumstances that the Buyer understands, or ought to understand, may be of relevance to the completion of the services, including any expected delays.

12.2 Examination obligations

The Buyer undertakes as soon as possible following delivery to examine the Contract Object in accordance with good practice, if such examination is possible and appropriate according to the nature of the Contract Object.

12.3 Payment

The Buyer undertakes to execute payment in accordance with Clause 5.

12.4 Security

If it is agreed that the Buyer shall provide security for his obligations pursuant to this Contract, the Buyer undertakes to provide evidence of this security no later than at delivery.

12.5 Cooperation

The Buyer shall provide such assistance as can be reasonably expected of it to enable the Supplier to fulfil its contractual obligations.

12.6 Clarity towards the Supplier

The Buyer is responsible for expressing the purpose of its purchase and its requirements and needs to the Supplier and in such a way that the Supplier has a sufficiently clear foundation for his contractual obligations.

12.7 Risk and liability for documentation and communication

The Parties must ensure proper communication, storage and backup of documents and other material of importance to service performance in whatever form, including e-mail and other electronically stored material.

The Buyer has the risk and liability for all material regardless of shape, damaged or destroyed while it is located under the Buyer's control.

12.8 Use of Third Parties

The Buyer may freely appoint a third party to assist it in connection with its duties under the Contract. The Supplier shall be notified of the appointment. The Supplier may reject the appointment if it demonstrates that this will entail a material commercial disadvantage to itself.

Any third party used shall be named in Appendix 6.

12.9 Insurance

The Buyer is a public body, and is self-insured to meet such claims from the Supplier as may arise on the basis of the risks and responsibilities assumed by the Buyer pursuant to this Contract, within the limits defined by ordinary insurance terms and conditions.

12.10 Notification obligation

If the Buyer is prevented in meeting its obligations at the correct time, it shall without undue delay notify the Supplier of the impediment and its potential effect on fulfilling the Contract. The Buyer shall be able to document when and how such notification was given.

For the Buyer: _____

For the Supplier: _____

12.11 Confidentiality obligation

Information that comes into the possession of the Buyer in connection with the Contract and the implementation of the Contract shall be kept confidential, and shall not be disclosed to any third party without the consent of the other Party.

If the Buyer is a public body, the scope of the confidentiality obligation under this provision shall not be wider than the obligation imposed by the Act of 10 February 1967 relating to Procedure in Cases concerning the Public Administration (the Public Administration Act) or corresponding sector-specific regulations.

The confidentiality obligation pursuant to this provision shall not prevent the disclosure of information if such disclosure is required pursuant to an act or regulations, including disclosure and a right of access pursuant to the Act of 19 May 2006 relating to the Right of Access to Documents in the Public Administration (the Freedom of Information Act). The other Party shall, if possible, be notified prior to the disclosure of such information.

The confidentiality obligation shall not prevent the information from being used when there is no legitimate interest in keeping it confidential, for example when it is in the public domain or is accessible to the public elsewhere.

The Buyer shall take all necessary precautions to prevent unauthorised persons from gaining access to, or knowledge of, confidential information.

The confidentiality obligation shall apply to the Buyers' employees, subcontractors and to third parties who act on behalf of the Buyer in connection with the implementation of the Contract. The Buyer may only transmit confidential information to such subcontractors and third parties to the extent necessary for the implementation of the Contract, and provided that they are subjected to a confidentiality obligation corresponding to that stipulated in this Clause.

The confidentiality obligation shall not prevent the Buyer from utilising experience and expertise developed in connection with the implementation of the Contract.

The confidentiality obligation shall continue to apply after the expiry of the Contract. Employees or others who resign from their positions with one of the Parties shall also be subjected to a confidentiality obligation in respect of matters mentioned above following their resignation.

13 THE SUPPLIER'S REMEDIES FOR BREACH OF CONTRACT

13.1 Claim

The Supplier shall complain in writing without undue delay after the breach is discovered or ought to have been discovered.

13.2 Late payment interests

If the Buyer fails to pay at the agreed time, the Supplier shall be entitled to claim interest on any overdue amount, pursuant to the Act of 17 December 1976 No. 100 relating to Interest on Overdue Payments, etc. (the Late Payment Interest Act).

13.3 Notification obligations

If the Supplier does not receive notification as stipulated in Clause 12.10 within a reasonable time after the Buyer has or should have acquired knowledge of the

For the Buyer: _____

For the Supplier: _____

impediment, the Supplier may demand damages for losses that could have been avoided if it had received notification within the time limit.

13.4 Limitations of the Supplier's right to withhold

The Supplier is not entitled to withhold performance as a consequence of the Buyer's breach of contract. This does not apply if the breach is substantial.

13.5 Extension deadlines

The Supplier may set a reasonable extension deadline for the Buyer to meet its obligations. If the Buyer requests such an extension deadline in writing from the Supplier, the deadline shall be deemed to be granted if the Supplier does not respond to the request within 10 (ten) weekdays after receipt of the request by the Supplier.

The Supplier shall not claim any breach of contract while the extension deadline is running, unless the Buyer has notified that it will not meet his obligations within the extension deadline.

The extension deadline shall not have any effect on the Supplier's right to damages. Any daily fines shall not accrue while the extension deadline is running.

13.6 Right to demand fulfilment

The Supplier may uphold the purchase and demand that the Buyer pays the Contract sum. This does not apply if the payment is hindered by stoppage in transport or payment method or other conditions that may be deemed Force Majeure, see Clause 16.

If the Buyer cancels the objects that are to be produced specifically for it, the Supplier cannot uphold the purchase by continuing production, making other preparations for delivery as well as demand any payment, unless the stoppage will result in material disadvantage for the Supplier or risk that it will not receive damages for losses incurred by the cancellation.

If the Contract Object has not yet been made available to the Buyer, the Supplier loses its right to demand fulfilment if it does not submit the claim within a reasonable time.

13.7 Discharge

13.7.1 Discharge in the event of overdue payment

The Supplier may discharge the Contract in the event of overdue payment if the Buyer's breach of contract is material.

The Buyer's breach of payment is material if the Buyer has not paid within 30 (thirty) calendar days after the due date, and where the overdue payment constitutes a substantial part of the total payment obligations pursuant to the Contract.

If the Buyer is granted an extension deadline in accordance with Clause 13.5, the Supplier is not entitled to discharge the Contract before expiry of this deadline. This does not apply if the Buyer has notified that it will not meet his obligations before expiry of such deadline.

13.7.2 Discharge through inadequate cooperation

The Supplier may discharge the Contract when the Buyer does not contribute to the purchase in accordance with Clause 12.5, if the breach of contract is material.

For the Buyer: _____

For the Supplier: _____

If the Supplier wishes to discharge the Contract due to inadequate cooperation, it must notify the Buyer within a reasonable time after the Supplier knew or should have known about the breach. The notification must contain a reasonable deadline for the Buyer to meet its cooperation obligation. This does not apply if the Buyer has shown gross negligence or otherwise behaved contrary to integrity and good faith.

If the Buyer is granted an extension deadline in accordance with Clause 13.5, the Supplier is not entitled to discharge the Contract before expiry of this deadline. This does not apply if the Buyer has notified that it will not meet its obligations before expiry of such deadline.

13.7.3 Discharge settlement

At discharge, the Buyer's rights to the Contract Object cease.

The Supplier may demand that the services delivered by it shall be returned or deleted or destroyed in a responsible manner after discharge. The Supplier shall cover the costs of this.

The Supplier is entitled to payment from the Buyer to the extent and for as long as the Buyer utilises the deliverables. Interest on overdue payment and damages for losses that are not intended to be covered by the payment are additional.

If the Buyer has the right to utilise the delivered items for a period of time after discharge, the Supplier may set requirements for security for its claim for payment for use.

13.8 Damages

The Supplier may claim damages for consequential losses caused by the Buyer's breach of contract insofar as the Buyer does not demonstrate that the breach is due to suspension grounds as mentioned in Clause 16 or circumstances that cannot otherwise be attributed to the Buyer.

Damages shall cover the Supplier's direct losses.

Indirect losses are not covered.

Damages are limited to the total amount of the payment pursuant to the Contract excluding VAT.

In the event that the Buyer has shown gross negligence or otherwise acted contrary to integrity and good faith, the damages limitations stipulated in this provision do not apply.

13.9 Anticipated breach

13.9.1 Anticipated breach

Anticipated breach occurs when after signing the Contract it becomes apparent from the Buyer's actions or a material failure in its credit standing or ability to meet its obligations that it will not meet a substantial part of its contractual obligations.

13.9.2 Right to withhold

The Supplier cannot withhold performances on the basis of anticipated breach on the Buyer's side. This does not apply if the anticipated breach is substantial.

For the Buyer: _____

For the Supplier: _____

If service provisions are withheld due to anticipated substantial breach, the Supplier must immediately notify the Buyer of this. If no such notification is given, the Buyer may claim damages for losses that could have been avoided if the notification had been given.

13.9.3 Discharge through anticipated breach

If it becomes apparent in the time prior to fulfilment that the Buyer will be in such substantial breach of the Contract that would entitle the Supplier to discharge, the Supplier may discharge the Contract prior to the time of fulfilment. The Buyer may avoid discharge by providing adequate security that its obligations will be fulfilled.

If possible, the Supplier shall notify the Buyer so that it has opportunity to provide security in order to avoid discharge.

14 WARRANTY

The Supplier undertakes liability for faults and defects of the deliverables that are demonstrated within the first 24 months after the delivery. For partial deliveries the warranty period starts to run from the time of complete delivery and the deliverables are ready for use. The Supplier must in this warranty period as soon as possible and at its own cost replace defective parts or repair the delivery so that it is free from faults and defects of any kind. The warranty period shall not be shorter than normal practice for the particular trade.

These provisions do not limit the Buyer's right to claim remedies for faults and defects.

15 RISK

The risk for the Contract Object transfers from the Supplier to the Buyer at delivery, see Clause 6.

16 SUSPENSION REGULATIONS (FORCE MAJEURE)

The Parties' obligations under this Contract can be suspended in the event of circumstances where impediments occur outside the control of the affected Party, which it could not reasonably be expected to have considered at the time of signing the Contract or of which it could reasonably have avoided overcoming the consequences in relation to fulfilling one or more of the contractual obligations.

Suspension is conditional on the affected Party without undue delay notifying the other Party of the impediment and that the obligations of the same are suspended.

The suspension is limited to obligations that are directly related to the impediment for as long as the impediment continues.

In the event of persistent impediment the second Party can discharge the Contract if the impediment affects material contractual obligations, and the impediment persists or can be demonstrated will persist for more than 30 (thirty) calendar days. In the event of permanent impediment for non-material Contract obligations, the other Party can discharge that part of the Contract that is affected by the impediment. If there is a demand for partial discharge of the Contract, the affected Party is entitled to demand the Contract is in its entirety discharged if the other Party after such a demand chooses to uphold its demand for partial discharge.

Discharge may first be effected 14 (fourteen) calendar days after the other Party has been notified of the discharge.

For the Buyer: _____

For the Supplier: _____

17 TRANSFER OF RIGHTS AND OBLIGATIONS

The Parties shall not transfer the rights or obligations governed by this Contract to a third party without the prior written consent of the other Party. Consent shall not be refused without justifiable grounds.

If the Supplier merges or demerges the Buyer has the right to discharge the Contract immediately.

18 AMENDMENTS

If the Buyer after signing this Contract finds it necessary to amend the requirements for the Contract Object or other conditions of the Contract in such a way that the nature or scope of the service is different than agreed, the Buyer can request for an amendment contract.

With demands for amendments the Supplier may require adjustments in compensation, or time schedules, if he substantiates a ground for such adjustments. A claim for adjusted compensation or time schedule must be submitted no later than simultaneously with the Suppliers response to the Buyers request for amendment contract.

Amendments or additions to the agreed performance shall be agreed in writing. The Supplier shall continuously keep a catalogue of such changes that constitutes Appendix 9 and without undue delay give the Buyer an updated copy.

The Buyer may demand the service performance reduced or increased up to the corresponding 20 per cent of the compensation for the entire service performance. The price shall in such case be changed corresponding to the decrease or increase. The Supplier may not claim compensation for such reduction.

If the Parties disagree about the amount to be added or deducted from the compensation or other consequences as a result of the amendment, the Supplier shall still implement the amendment without awaiting the final resolution of the dispute

The Supplier may terminate the Contract with 30 days written notice, if the Buyer reduces or increases the service performance content or scope with more than 20 per cent.

If the Supplier thinks the contents and scope of services provided under this Contract is changed, without the Buyer giving notice, the Supplier has to, without undue delay, report this in writing to the Buyer. If such notice is not given, the services shall be performed at the agreed price at the agreed time.

19 STOPPAGE AND CANCELLATION OF ORDER

19.1 Temporary stoppage

The Buyer may demand that the implementation of the service is temporary stopped. The demand must be proposed in writing. It must inform when the service shall stop and when it will be resumed.

By temporary stoppage the Buyer must compensate:

- a) The Suppliers documented and direct costs in connection to redeployment of personnel.
- b) Other direct costs that the Supplier suffers as a result of the stoppage.

19.2 Cancellation

For the Buyer: _____

For the Supplier: _____

The service can be cancelled by the Buyer with 30 – thirty – days prior written notice. Reduction of the service up to 20 per cent of the compensation for the entire service is considered amendment and not cancellation, cf. Clause 18.

By cancellation before the service is fulfilled the Buyer must pay:

- a) The Suppliers outstanding amount for already performed work.
- b) The Suppliers documented and direct costs in connection to redeployment of personnel
- c) Other direct costs that the Supplier suffers as a result of the stoppage.

20 TERMINATION OF CONTRACT

When this Contract is terminated, for whatever reason, the Supplier is obligated to contribute to a smooth and flexible transition to any new Supplier. This does not apply if the Contract is discharged due to the Buyer's breach of contract.

Any call-offs made, or work started, prior to the expiry of the contractual relationship shall be carried out even if the services must be performed after the expiry of the Contract period.

21 MEETINGS

A Party may, if it deems necessary, convene, with no less than 3 (three) working days' notice, a meeting with the other Party to discuss the contractual relationship and how the contractual relationship is being handled.

Other time limits and procedures for the meetings may be agreed in Appendix 6.

22 DISPUTES

22.1 Choice of governing law and Jurisdiction

The Parties' rights and obligations governed by this Contract shall be interpreted and implemented in their entirety in accordance with Norwegian law.

Oslo District court is the court of law for disputes arising from this Contract.

22.2 Negotiation

The Parties shall endeavour to resolve any disputes relating to the Parties' rights and obligations arising from or related to this Contract through negotiations.

22.3 Courts of law or arbitration

If negotiation has not been effective within the agreed time, no later than 4 (four) weeks, after the first negotiation meeting, the dispute shall be resolved through the normal courts of law.

The Parties may alternatively jointly have the dispute resolved with final effect through arbitration in Norway in accordance with the normal regulations in the Act of 14 May 2004 no. 25 on arbitration.

For the Buyer: _____

For the Supplier: _____

Total price and payment terms

1 Price

All prices are listed in table 1 included in this Appendix.

All prices are quoted in EUR, exclusive of VAT. Customs and any other taxes and duties are included unless otherwise explicitly stated.

2 Price regulations

The prices are fixed during the contract period (two years), and cannot be changed unless the incentive for price change is in accordance to what is written under the Contract 5.4.

By a possible release of options for prolongation, the prices can be adjusted according to the Norwegian Consumer Price Index (CPI) inflation rate from the date the agreement became operative and until the date for regulation.

Any claim for priceregulations in according to the above, must be sent to innkjop@mattilsynet.no at the latest four weeks before the regulations will be actualized. The claim must be approved by the Customer before the regulation can be actualized.

3 Invoicing

Invoicing shall be done the month after delivery, once a month.

In cases where subcontractors are being used, the main Supplier is responsible for invoicing the NFSA. Invoices that might be sent from a subcontractor, implies no commitment of payment from the Customer, unless this is specifically agreed upon in advance.

To classify an invoice as correct it must be so detailed that all the records can be referred to records in the price table under point 4 in this Appendix, or in any other payment commitment that is specified in the Contract.

In cases where the Customer disputes a received invoice, the Supplier must be informed within the invoice due date. Notification shall include information about what the Customer considers defects in the invoice. The Supplier must without undue delay correct the invoice and send an updated version.

3.1 Invoice format, marking og address

The Supplier should deliver electronic invoices including credit notes. This must be distributed through the PEPPOL transport infrastructure to the Buyer using EHF or PEPPOL BIS as the representation format. EHF is an application of PEPPOL BIS taking due consideration to the Norwegian legislation.

Invoices and credit notes will not be accepted in pdf format.

The Customer's cost centre – **xxxxxx** - must be marked in the reference field of the invoice («Your reference»). All invoices must be marked with the Customer's **contract number, xxxxxx**. The invoice shall also be marked clearly with the relevant **project number, xxxxxx**

Invoice address: Norwegian Food Safety Authority
P.O. Box 454
8401 Sortland, Norway
Organisation number (Business Register Number): 985399077

4 Prices and payment plan

Table 1: Prices

[A complete price matrix for the relevant purchase must be inserted here prior to contract formation. The price matrix must contain specified prices for each part of the Contract object the Customer must pay for. Any prices linked to options must be clearly marked.]

Table 2: Payment plan

[Agreed payment plan must be inserted here prior to contract formation. If the payment plan is connected to milestones or other deadlines in accordance with the progress plan, a reference to Appendix 4 may be made here.]