

Purchase agreement



Kartverket

The agreement includes the purchase of LiDAR

Between

The Mapping Authority (KV)

And

Supplier name

As part of this agreement:

Appendix 1: Requirement specification

Appendix 2: The offer per xx.xx.xxxx

1 Definitions

Delivery: As mentioned in Section 2.1, and Appendix 1 and Appendix 2.

Contracting authority: KV

Supplier:

2 Assignment

2.1 Contents

The scope and content of the delivery are specified in Appendix 1 and Appendix 2 to this Agreement.

Changes in the scope or content of the delivery must be agreed in writing.

3 Time and location of delivery

The delivery must be delivered at the agreed-upon time and place.

Delivery must take place DPP (Delivered Duty Paid Incoterms 2000), freely delivered to the agreed-upon delivery site. The contracting authority assumes liability for the LiDAR once they have been delivered and installed at the delivery location in accordance with the agreement.

4 Characteristics of the goods

The supplier must deliver the LiDAR in accordance with the requirements to the type, amount, quality, other characteristics and packaging stipulated in Appendix 1.

The delivery is defective if it does not comply with these requirements.

5 Price

The delivery is performed at a cost of USD xx including VAT.

For a detailed description of the price and price provisions, see Appendix 1 and 2.

The contracting authority must not be charged for any additional costs relating to the delivery.

6 Invoicing and payment

Invoicing should take place when the delivery and installation services are completed.

All invoices must be submitted electronically. The contracting authority can receive an electronic invoice in the EHF-format. The contracting authority is linked to the access point with the VAT registration number 971040238.

The invoice must be marked with:

Name: Morten Taraldsten Brunes

Reference: Resource number 51560

In the event of late payment, the supplier may charge interest in accordance with Act no 100 of 17 December 1976 relating to Interest on Overdue Payments, etc.

7 Property rights

Property rights to the LiDAR must be transferred to the contracting authority at whichever comes first of the following two times:

1. The time the contracting authority pays for the goods.
2. The time the contracting authority receives the goods.

Property rights to the LiDAR are transferred free of any purchase money security interest or similar reservations.

8 Duty to inspect

After delivery, the contracting authority must inspect the LiDAR as soon as possible, and in accordance with good practice.

9 Notice of a defective performance

The parties are obligated to give written notice without undue delay once the defective performance has been identified or should have been identified.

10 Confidentiality

The provisions on the duty of confidentiality in the Act of 10 February 1967 relating to procedure in cases concerning the public administration (Public Administration Act) applies to the supplier.

11 Defective performance

If there is a defect, and this is not due to the contracting authority or circumstances on its part, the contracting authority may:

1. Maintain the purchase and demand fulfilment
This does not apply if there is a hinderance that the supplier cannot overcome, or to the extent that fulfilment will entail a too great an inconvenience or cost for the supplier that it is in materially disproportion to the contracting authority's interest for the supplier to fulfil.
2. Termination for breach
The contracting authority may terminate the purchase when the delay results in significant breach of contract.
The purchase may also be terminated if the supplier does not deliver within a reasonable additional deadline for fulfilment that the contracting authority has determined

12 Delays

If the LiDAR are not delivered or delivered too late and this is not due to the contracting authority or circumstances on its part, the contracting authority may demand:

3. Correction and redelivery

The contracting authority may demand of the supplier at the supplier's own expense to correct the defect if this can occur without causing the supplier unreasonable cost or inconvenience. The supplier may instead redeliver. The contracting authority may demand redelivery when the defect is significant.

4. **Discount**

The contracting authority may demand a price reduction so that the ratio between the reduced and the agreed price corresponds to the ratio between the value of the goods in defective and contractual condition at the time of delivery.

5. **Termination for breach**

The contracting authority may terminate the purchase if the defect results in significant breach of contract.

13 Withhold the purchase price

If the contracting authority has claims arising from the supplier's breach of contract, the contracting authority may withhold as much of the purchase price as will ensure that the contracting authority receives the claim covered.

14 Damages

The contracting authority may claim compensation for the loss suffered as a result of delay or defect from the supplier's side. However, this does not apply provided that the supplier proves that the delay is due to an obstacle beyond the supplier's control.

15 Termination

The agreement may be terminated in writing by the contracting authority with a 15-day notice.

Expenses incurred until the expiry of the termination period is invoiced pursuant to Section 6 of this agreement.

16 Force Majeure

If an extraordinary situation occurs that must be regarded as force majeure, this agreement must not be deemed to have been breached as long as the force majeure situation persists. If it is assumed that the delivery will be delayed due to the force majeure situation, the supplier must without undue delay give the contracting authority written notice of this, stating how long the force majeure situation is expected to last.

If the force majeure situation lasts or is expected to last more than 30 days, either party may terminate the agreement with a 15-day notice.

In the event of termination as a result of force majeure, expenses will be incurred until the expiry of the termination period is invoiced pursuant to Section 5 of this agreement.

17 Governing law

The parties' rights and obligations pursuant to this agreement are fully determined by Norwegian law.

18 Disputes

In the event of a dispute arising in connection with the contract, the case must be resolved through negotiations. If negotiations fail, the case must be decided by ordinary courts. Oslo is the legal venue if the parties do not agree on another place.

19 Contact persons

All written inquiries regarding this agreement must be sent to:

For contracting authority: KV

Name: Morten Taraldsten Brunnes

E-mail: morten.taraldsten.brunnes@kartverket.no

Telephone: +47 32 11 84 10

For supplier:

Name:

E-mail:

Telephone:

20 Signatures

This Agreement is executed in duplicate, with each party holding one (1) copy.

Place, (date)

Contracting authority

Supplier

For KV

For XX

Name

Name