



Kartverket

Agreement terms for the purchase of house number signs with installation in Kosovo

This agreement for purchase of house number signs in Municipality XXX

is entered into between:

The Norwegian Mapping Authority

(hereafter referred to as the Contractor)

and

[name]

(hereafter referred to as the Supplier)

To co-sign with no objection:

The Kosovo Cadastral Agency

(hereafter referred to as KCA)

Municipality of XXX

(hereafter referred to as the Beneficiary)

Effective date:

[The Norwegian Mapping Authority]

[The Supplier]

Signature and date

Signature and date

[KCA]

[Municipality for XXX]

Signature and date

Signature and date

The agreement is signed in four copies, one for each party.



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1. GENERAL PROVISIONS

1.1 APPLICATION

The agreement applies for the purchase of house number signs, and installation of these, as specified in more detail in Appendices 1 and 2.

The Contractor has, on the basis of its purposes and needs, presented requirements in Appendix 1 to this agreement. The Supplier has described its solution in relation to the Contractor's requirements specification in appendix 2.

1.2 APPENDICES TO THE AGREEMENT

Overview of appendices for this agreement:

All boxes must be checked (Yes or No)	YES	NO
Appendix 1: The Contractor's description of the Assignment	X	
Appendix 2: The Supplier's specification of the Assignment	X	
Appendix 3: Project and progress plan (Implementation plan)	X	
Appendix 4: Administrative provisions	X	
Appendix 5: Total price and pricing provisions	X	
Appendix 6: Changes to the general contractual wording	X	
Appendix 7: Changes subsequent to the conclusion of the Agreement	X	

1.3 INTERPERTATION – RANKING

Changes to the general contractual wording shall be set out in Appendix 6, unless the general contractual wording refers such changes to a different Appendix. 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 the clause or clauses that have been changed, replaced or supplemented are clearly and unequivocally specified, the following principles of precedence shall apply:
 - a) Appendix 2 shall prevail over Appendix 1.
 - b) Appendix 6 shall prevail over the general contractual wording.
 - c) If the general contractual wording refers to changes to any other Appendix than Appendix 6, such changes shall prevail over the general contractual wording.
 - d) Appendix 7 shall prevail over the other Appendices.



1.2 CHANGES TO THE GENERAL CONTRACTUAL WORDING

Any changes to or to the general contractual wording shall not be made directly in this text, but be identified in a separate appendix for changes to the general agreement text.

1.4 THE REPRESENTATIVES OF THE PARTIES

Upon the conclusion of the Agreement, each of the parties shall appoint a representative who is authorised to act on behalf of such party in matters relating to the Agreement. The authorised representatives of the parties, as well as procedures and notice periods for any replacement thereof, shall be specified in more detail in Appendix 4.

2. DELIVERY

2.1 DELIVERY TERMS

Unless otherwise agreed, the delivery must be delivered free of charge (DDP, Incoterms) to the client's specified place of delivery.

2.2 DELIVERY TIME

Delivery shall take place at the time agreed between the parties. If the delivery time has not been agreed, the delivery must take place within a reasonable time.

2.3 DELIVERY OF THE HOUSE NUMBER SIGNS

The Supplier must deliver and install the house number signs in accordance with the requirements to the type, amount, quality, other characteristics stipulated in Appendix 1.

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



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3. INSTALLATION OF THE HOUSE NUMBER SIGNS

The Supplier shall carry out installation of the house number signs. Delivery shall only be deemed to have taken place when installation have been completed.

Installation is included in the agreed price. The agreed price includes all expenses that are not explicitly excluded, as well as trial operation and commissioning.

4. DUTIES OF THE SUPPLIER

4.1 THE RESPONSIBILITIES OF THE SUPPLIER

The production of the house number signs and installation of these shall be completed in accordance with the Agreement, and shall be performed efficiently, effectively and to a high professional standard.

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

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

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

4.2 USE OF SUBCONTRACTORS

The Supplier's use and replacement of any subcontractors shall be approved in writing by the Contractor. Approval shall not be unreasonably withheld.

Approved subcontractors must be named in Appendix 4.

4.3 WAGES AND WORKING CONDITIONS

The Supplier is responsible for ensuring that its own employees and employees of subcontractors (including hired staff) that directly contribute to the fulfilment of this contract have pay and working conditions in accordance with:

- Regulations on general collective agreements.
- Regulations on pay and working conditions in public contracts dated 8 February 2008, where applicable. Pay and working conditions must be in accordance with nationwide



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collective agreements for the industry in question in areas that are not covered by the Regulations on general collective agreements. Pay and working conditions refers to provisions relating to minimum working hours, pay including overtime supplements, shift and rota supplements and unsociable hours supplements, and reimbursement of travel, board and lodging charges to the extent prescribed by the provisions in the collective agreement.

The Supplier must, upon request, document the pay and working conditions for its own employees and the employees of any subcontractors (including hired staff) that directly contribute to the fulfilment of this contract. This documentation includes, but is not limited to, copies of employment contracts, payslips, timesheets and the employer's bank statements. This documentation must be at personal level, and the person to whom it relates must be apparent.

The documentation may include a complete list of names of the company's own employees and any subcontractors' employees who are directly contributing to fulfilment of this contract, an overview of general and/or national collective agreements that apply in the relevant industry, and access to the supplier's pay and working conditions agreed with any subcontractors.

The Supplier must complete a self-reporting form upon request. This self-report must be submitted to the client within one month after the start of the contract, unless agreed otherwise. Self-reporting may be required several times during the contract period.

The Contractor and any external inspector receiving the information is subject to a duty of confidentiality regarding the information. The duty of confidentiality does not apply in relation to the Norwegian Labour Inspection Authority or the Petroleum Safety Authority Norway, nor to employees or internal or external consultants necessary to receive linguistic, economic, legal or other specialist support. The duty of confidentiality also applies to these consultants.

If the requirements relating to pay and working conditions are breached, the Supplier must remedy the situation before the deadline specified by the client. If the Supplier discovers such a breach itself, through internal inspections or own follow-up of the subcontractor, the Supplier must inform the Contractor of these conditions without delay and improve the conditions within the deadline set by the client.

The Contractor is entitled to withhold an amount equivalent to approximately twice the amount saved by the Supplier. This right to withhold funds will cease as soon as correction of the situation according to the previous paragraph has been documented to the Contractor.

Material breaches of pay and working conditions on the part of the Supplier may be invoked by the Contractor as grounds for cancellation, even if the Supplier remedies the situation. If the breach has occurred in respect of a subcontractor (including recruitment companies), the Contractor may demand that the Supplier replaces subcontractors. This must take place at no expense to the Contractor.

All agreements concluded by the Supplier for work to be carried out pursuant to this contract must include corresponding provisions.



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5. DUTIES OF THE CONTRACTOR

5.1 RESPONSIBILITIES OF AND CONTRIBUTIONS BY THE CONTRACTOR

The Contractor shall contribute to the completion of the Assignment in good faith.

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

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

5.2 USE OF A THIRD PARTY

The Contractor may freely appoint a third party to assist it in connection with its duties under the Agreement.

Any third party used shall be set out in Appendix 4.

5.3 DUTY TO INSPECT

After delivery, the Contractor or KCA in cooperation with Municipality XXX must inspect the house number signs and installation of these as soon as possible, and in accordance with good practice.

6. DUTIES OF THE PARTIES

6.1 MEETINGS

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

Other deadlines and procedures for the meetings may be agreed in Appendix 4.



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6.2 RESPONSIBILITY FOR SUBCONTRACTORS AND THIRD PARTIES

If one of the parties appoints a third party or subcontractor to perform work occasioned by this Agreement, the relevant party shall remain fully responsible for the performance of such work in the same manner as if the party was performing the work itself.

6.3 COMMUNICATION AND DOCUMENTATION

Both parties shall ensure the proper communication, storage and backup copying of documents and other materials of relevance to the Assignment, irrespective of the format thereof, including emails and other electronically stored materials.

The Supplier assumes all risks relating to, and full responsibility for, all materials, irrespective of the format thereof, that are damaged or destroyed whilst under the control of the Supplier.

All notices, demands or other communications relating to the Agreement shall be submitted in writing to the postal address or electronic address stated on the first page of the Agreement.

7. PRICE AND PAYMENT TERMS

7.1 PRICE

The price for the house number signs with installation and other work follows from the Supplier's offer in Appendix 2. Unless otherwise specifically agreed between the parties, the prices are stated in EUR ex. VAT. Unless otherwise agreed, the price includes shipping and other costs, see section 2.1 of the agreement.

The delivery of house number signs and installation of these to the specified addresses is performed at a cost of EUR_____ ex. VAT. For a detailed description of the price and price provisions, see Appendix 1 and 2 to this agreement, and BoQ.

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

7.2 INVOICING

Invoicing shall take place with payment per 30 (thirty) calendar days. The payment deadline does not start to run until delivery has taken place and an approved invoice has been received. An approved invoice is an invoice that is marked correctly in accordance with section 5.3, and makes it possible for the Contractor to check that what has been invoiced



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has been delivered and otherwise in accordance with what has been agreed and the requirements set by the Contractor.

7.3 INVOICING FORMAT

The supplier must send an invoice electronically. Electronic invoices must be of the Electronic Trading Format (EHF) format. The EHF format is a public standard format (XML) that covers the requirements of the Accounting Act.

The payment schedule and other payment terms, and any terms and conditions relating to the use of EHF, are set out in Appendix 5.

The Supplier shall be responsible for paying any costs it incurs in respect of submitting electronic invoices.

Alternative: If the Supplier can not deliver invoice EHF format, the invoice must still be submitted electronically. The Contractor can then receive an electronic invoice in the PDF-format. The Contractor is linked to the access point with the VAT registration number 971040238.

7.4 LATE PAYMENT INTEREST

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

7.5 PAYMENT DEFAULT

If overdue consideration, with the addition of late payment interest, has not been paid within thirty (30) calendar days of the due date, the Supplier may send a written notice to the Contractor, stating that the Agreement will be terminated for breach, unless settlement has taken place within sixty (60) calendar days of receipt of such notice.

Termination for breach may not take place if the Contractor settles the overdue consideration, with the addition of late payment interest, by the expiry of the deadline.

7.6 PRICE ADJUSTMENTS

There will be no price adjustments.



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8. BREACH OF CONTRACT

8.1 PROPERTIES OF THE HOUSE NUMBER SIGNS

The delivery of the house number signs and installation of these are defective if it is not in accordance with the agreed requirements set in Appendix 1 og 2 to this agreement.

8.2 DELAY FROM THE SUPPLIER

There is a delay if the house number signs and installation of these are delivered late, and this is not due to the Contractor or circumstances on it`s part.

If the house number signs are not delivered or delivered too late and this is not due to the Contractor or circumstances on its part, the Contractor may demand:

1. Correction and redelivery

The Contractor 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 Contractor may demand redelivery when the defect is significant.

2. Discount

The Contractor 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.

3. Termination for breach

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

8.3 LIQUIDATED DAMAGES IN THE CASE OF DELAY

If, in accordance with section 8.2, delayed delivery has been established, or the item has a defect, cf. section 8.1, which means that the item cannot be used according to its purpose and this is not rectified before the delivery deadline expires, the Supplier will incur a daily fine. The daily fine starts running automatically.

However, this does not apply to the extent that the supplier proves that the delay, or defect, is due to an obstacle beyond his control which he could not reasonably be expected to have taken into account when concluding the contract or to have avoided or overcome the effects of.



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The daily fine is 0.15% calculated on the agreed price excluding VAT, which is related to the part of the delivery that due to the delay / defect can not be used as intended, minimum NOK 1,000, - pr. working day until the right delivery takes place. The daily penalty period is limited to 100 (hundred) working days.

The Supplier's total daily liability is limited to 15% of the total contract amount. The limitation of liability does not apply if the delay is due to intent or gross negligence on the part of the supplier or someone for whom the supplier is responsible.

Other daily fine rates, other calculation basis and other term for the daily fine can be agreed between the parties.

Payment of daily fines shall not prevent the client from also claiming compensation to cover losses that turn out to be greater than what is covered by the daily fines. Paid daily fines shall be deducted in the event of any compensation to the extent that it applies to the same circumstances.

8.3 BREACH FROM THE CONTRACTOR'S SIDE

There is a breach on the part of the Contractor if the Contractor does not fulfil its obligations under this agreement.

However, there is no default if the situation is due to the Supplier's circumstances or force majeure.

9. CONTRACTOR'S RIGHTS IN THE EVENT OF BREACH OF CONTRACT FROM THE SUPPLIER

9.1 THE PURCHASE ACT CHAPTER V

The Contractors claim in the event of delay or defects is regulated by the Purchase Act of 13 May 1988, no. 27 (The purchase act), chapter V with the addition of the provisions of this contract in this point (section 9).

9.2 DEFECTIVE PERFORMANCE

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

1. Maintain the purchase and demand fulfilment

This does not apply if there is a hindrance 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 Contractor interest for the Supplier to fulfil.



2. Termination for breach

The Contractor may terminate the Agreement 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 Contractor has determined.

9.3 WITHHOLD THE PURCHASE PRICE

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

10. OTHER PROVISIONS

10.1 FORCE MAJEURE

Should an extraordinary situation outside the control of the parties arise that makes it impossible to perform duties under this Agreement, and which under Norwegian law shall be classified as force majeure, the other party shall be notified of this as soon as possible. The obligations of the affected party shall be suspended for as long as the extraordinary situation prevails. The corresponding obligations of the other party shall be suspended for the same period.

In force majeure situations, the other party may only terminate the Agreement for breach with the consent of the affected party, or if the situation prevails or is expected to prevail for more than ninety (90) calendar days from the date on which the situation arose, and in such case only with fifteen (15) calendar days' notice.

The parties shall, in connection with force majeure situations, have a mutual disclosure obligation towards each other concerning all matters that must be deemed relevant to the other party. Such information shall be disclosed as soon as possible.

10.2 DISPUTES

The rights and obligations of the parties under this Agreement shall in their entirety be governed by Norwegian law.



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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.
