



# **GENERAL TERMS AND CONDITIONS FOR PURCHASE OF SERVICES**

## 1 THE CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

### 1.1 The contract documents

The Contract consists of the following documents:

- The agreement document
- General terms and conditions for purchase of goods (this document)
- Appendix 1: Purchaser's requirement specification
- Appendix 2: Supplier's solution description
- Appendix 3: Prices and payment plan
- Appendix 4: Amendments to the general terms and conditions

### 1.2 Order of precedence

Changes in the general terms and conditions shall be included in appendix 4 unless the general terms and conditions refer to such changes in another appendix.

In the event of conflict, the following interpretation principles apply:

1. The agreement document takes precedence over all other documents.
2. General terms and conditions (this document) take precedence over the appendices.
3. Appendix 1 takes precedence over the other appendices.
4. If it is clearly and unequivocally stated which clause or clauses have been changed, replaced or supplemented, the following conflict resolution principles apply:
  - a) Appendix 2 takes precedence over appendix 1.
  - b) Appendix 4 takes precedence over the general terms and conditions.
  - c) If the general terms and conditions refer to changes to another appendix than appendix 4, such changes will take precedence over the general terms and conditions.

Unless otherwise stated, in the event of conflict, appendices with a lower numbering will take precedence over the higher numbering. In other respects, the principle that special provisions take precedence over general provisions and the principle that newer provisions take precedence over old provisions applies.

## 2 DEFINITIONS

"Parties": Purchaser and Supplier as stated in the agreement document

"Contract": The documents stated in clause 1.1

"Services": The scope of the contract as described in appendix 1 and 2

## 3 VALIDITY

The Contract is valid from the start date and ends without notice on the end date specified in the agreement document.

## 4 THE REPRESENTATIVES OF THE PARTIES

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 are defined in the agreement document.

## 5 PRICES AND PAYMENT TERMS

### 5.1 Prices

Prices and any other cost elements in appendix 3 represent Purchaser's full and complete payment obligations under this Contract.

All prices are quoted in **NOK**, ex. VAT, but including customs duty and any other taxes, unless otherwise stated in appendix 3.

### 5.2 Expenses and travel

Expenses are only reimbursed to the extent agreed. Travel and subsistence costs are reimbursed according to the Norwegian Government Travel Allowance Scale, unless otherwise agreed in appendix 3. Travel time is not included, unless specified in appendix 3.

### 5.3 Price adjustments

The prices may be adjusted to the extent the regulations or resolutions regarding indirect taxes are amended with effect for Supplier's payments or costs. Beyond this, the prices are fixed and cannot be adjusted, unless otherwise stated in appendix 3.

## 6 INVOICING

### 6.1 Invoicing procedures

Invoicing will take place monthly in arrears, unless another invoicing date has been agreed in the payment plan included in appendix 3.

Invoicing will take place with 30 calendar days' term of payment. The term of payment does not commence until the invoiced services are completed and an approved invoice has been received. An approved invoice is an invoice which enables Purchaser to verify that what is invoiced has been completed or that the invoice is otherwise in accordance with what was agreed and Purchaser's requirements.

### 6.2 Invoice format

Invoice and any credit note and reminders must be submitted in electronic trading format (EHF), unless otherwise specified in appendix 3.

Purchaser may set further requirements regarding contents, marking and layout of invoices, credit notes and reminders.

### 6.3 Transfer of invoices

Supplier cannot transfer invoices to a third party for collection without prior written consent from

Purchaser. Such consent may not be unreasonably withheld.

## **7 SUPPLIER'S OBLIGATIONS**

### **7.1 The performance and the result of the Services**

The performance and the result of the Services shall be in accordance with the Contract.

Unless otherwise agreed in the Contract, the following apply:

- a) the Services shall be performed efficiently, effectively and to a high professional standard.
- b) the Services shall be performed in accordance with applicable public law requirements. The Supplier shall obtain and maintain all necessary permits and approvals for the performance of the Services, and shall, at the Purchaser's request, provide documentation of the necessary permits and approvals.
- c) the Services shall be performed in accordance with applicable industry standards.
- d) materials, parts and the like shall be of generally good quality, in accordance with applicable public law requirements and applicable industry standards, and in accordance with the requirements and recommendations of suppliers and manufacturers of the equipped materials, parts and the like shall be used together with.
- e) the outcome of the Services shall be free from third party claims.
- f) manuals, service documents, drawings, forms or similar documentation shall be provided with the Services.
- g) the outcome of the Services shall be suitable for the purposes for which similar services are usually used.
- h) the outcome of the Services shall be suitable for a specific purpose which Supplier was or must have been aware of when the Contract was signed, except when circumstances show that Purchaser did not comply to the Supplier's knowledge and assessment or did not have a reasonable reason to do so.
- i) the outcome of the Services shall have the qualities that the Supplier has shown by submitting sample, description, brochure, advertisement, model or similar.
- j) the outcome of the Services shall be in accordance with the applicable legislation, and be delivered with the necessary approvals, certificates and permits required by the public authorities so that Purchaser is able to use the outcome of the Services in the way Supplier is aware that it shall be used.

### **7.2 Point in time for the performance of the Services**

The Services shall be performed in accordance with agreed deadlines and agreed progress. If no deadlines and progress have been agreed upon, the Services shall be commenced and finished within a reasonable time.

### **7.3 Warranty**

Supplier is responsible for all defects that arise from the result of the Services during a warranty period of 24 months from delivery. This warranty does not apply if Supplier can prove that the defect is due to circumstances within Purchaser's control. During the warranty period, Supplier shall as soon as possible and at his own expense remedy all defects for which he is responsible.

This provision does not limit Purchaser's right to claim remedy for defective performance.

### **7.4 Transfer of ownership**

The right of ownership, the copyright and all other relevant rights, including all other relevant intellectual property rights, associated with the outcome of the Services shall accrue to Purchaser when payment has been made, unless otherwise agreed in Appendix 4, and subject to any limitations laid down by other agreements or by mandatory law.

These rights also include the right to changes and the right to further assignment, cf. section 68 of the Act No. 40 of June 15<sup>th</sup>, 2018 relating to Copyright in Literary, Scientific and Artistic Works, etc. (Copyright Act).

The Contractor shall retain the rights to its own tools and methods. Both parties may also utilise general know-how that they have accumulated in connection with the Assignment, provided that such know-how is not confidential.

### **7.5 Transfer of documents that accompany the Services**

If the Services has accompanying documents, these shall be delivered together with the Services.

### **7.6 Transfer of expertise**

Contractor is obliged to transfer expertise obtained under the Contract to Purchaser in the way Purchaser decides.

### **7.7 Key personnel**

If key personnel are specified in Appendix 2 in connection with the performance of the Services, the change of Supplier's key personnel requires prior written approval by the Purchaser. Approval shall not be unreasonably withheld.

In the event of a change of personnel that is not due to circumstances that are within the Purchaser's control, the Supplier shall bear the costs of transferring expertise to new personnel.

### **7.8 Use of subcontractors**

Use of subcontractors requires prior written approval from Purchaser. Such approval may not be unreasonably withheld.

Supplier may only use sub-contractors to fulfil his obligations under the Contract where such use does not impair or threaten to impair fulfilment.

All Supplier's obligations under the Contract also apply to subcontractors. Supplier undertakes to inform subcontractors about this. In any case, Supplier is liable to Purchaser for services provided by subcontractors as if performed by the Supplier.

### **7.9 Responsibility for materials**

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.

### **7.10 Insurance**

Supplier shall keep his performance of the Services covered by insurance as is customary for the performance of the service in question.

### **7.11 Notification requirement**

If Supplier is prevented from fulfilling his obligations on time, Purchaser shall be notified of the impediment and its effect on the possibility to fulfil the obligation, without undue delay. Supplier shall be able to document when and how such notification was given.

### **7.12 Advertising, customer care, etc.**

Supplier must obtain prior approval from Purchaser if Supplier wants to share information about the Contract with the public for advertising purposes or in any other way beyond using the supply as a general reference.

Supplier shall not offer Purchaser or representatives of Purchaser gifts or gift-like goods or services.

### **7.13 Personal data**

If the Supplier is to process personal data during the performance of the service, the processing shall be made in accordance with applicable regulation, hereunder the General Data Protection Act (regulation 2016/679).

The Supplier who is to process personal data on behalf of the Purchaser as a controller will be obliged to enter into a data processor agreement in accordance with the General Data Protection Act.

The Supplier must ensure that the processing of personal data is traceable and can be documented. Such documentation shall be made available, upon request, to the Purchaser and its auditors as well as the Norwegian Data Protection Authority and the Privacy Appeals Board.

The limitation of liability in section 9.10 does not apply to liability arising from article 82 of the General Data Protection Act. The parties are individually liable for administrative fees imposed

pursuant to article 83 of the General Data Protection Act.

## **8 CORPORATE SOCIAL RESPONSIBILITY**

### **8.1 Wages and working conditions**

The following shall apply to agreements governed by the Regulations No. 112 of 8 February 2008 relating to Wages and Working Conditions under Government Contracts:

In respect of areas covered by the Regulations relating to Generalised Collective Wage Agreements, Supplier shall ensure that Supplier's employees and any subcontractors' employees who contribute directly to the performance of the Contract have wages and working conditions that are in accordance with current regulations.

In areas not covered by generalised collective wage agreements, the Consultant shall ensure that the same employees have wages and working conditions in accordance with nationwide collective wage agreements relating to the relevant trade. Wages and working conditions mean provisions on minimum working hours, wages, hereunder overtime pay, shift and rotation pay and nuisance bonus, and covering of travel, boarding and lodging expenses, to the extent such provisions follow from the collective agreement.

The Supplier shall, upon request and within a deadline set by the Purchaser, be able to document that the requirements relating to wages and working conditions are being complied with in his own company as well as in any subcontractors.

The documentation may include, but is not limited to, a complete list of names of the Suppliers employees and employees of subcontractors who are directly contributing to the fulfilment of the Contract, an overview of general and/or national collective bargaining agreements that apply for the same employees, access to the wages and working conditions the Supplier has with subcontractors, time lists, employment agreements, pay slips, provisions on working time, wages, including overtime, shift- and unsocial hours allowance, coverage of travel expenses, agreements on board and lodging, and a copy of a valid certificate showing taxes paid and employer's contribution.

Relevant documentation shall be on an individual level and must state who it applies to. The documentation is controlled by the Purchaser or an external auditor engaged by the Purchaser.

The Purchaser, as well as external inspectors engaged by the Purchaser, shall have the right to carry out both announced and unannounced site inspections at the Supplier's premises, any subcontractor's premises and at the site where the service or construction work is performed. A site inspection might include access to payroll and personnel systems.

If the Supplier or a subcontractor receives an order from the Norwegian Labour Inspection Authority regarding wages and/or working conditions, the

Supplier shall inform the Purchaser without undue delay and send a copy of the order to the Purchaser.

## 8.2 Apprentices

If the Purchaser has included an obligation to use apprentices in appendix 1, the Supplier shall be affiliated with an apprenticeship scheme, and apprentices shall contribute in the execution of the work under the Contract. This obligation may be fulfilled by the Supplier or by one or more of his subcontractors.

Where appendix 1 contains specific requirements relating to apprentices' share of total working hours under the Contract, the Supplier is obligated to contribute to the fulfillment of this.

Foreign suppliers may fulfil the obligation above by using apprentices who are affiliated with a publicly approved apprenticeship scheme in Norway or a similar scheme in another EU/EEA country.

The Supplier shall, at the start of the Contract and upon request during the execution of the Contract, document and make probable that the requirements will be met.

Invoices must indicate that apprentices have been used in the work. This shall be documented with title and hourly pay. Timetables must be provided upon request.

The requirement shall not apply if the Supplier can document that genuine attempts have been made to enter into apprenticeship agreements without success. The same shall apply if the Supplier has entered into an apprenticeship agreement and, due to conditions caused by the apprentice, the apprentice cannot be used during the execution of the Contract.

The Purchaser may carry out necessary inspections to make sure that the provision regarding the use of apprentices is being complied with. In case of breach of this provision, the Supplier shall remedy the situation within a deadline set by the Purchaser. If the Supplier is made aware of breach of this provision, he shall, without undue delay, inform the Purchaser of the situation and remedy the situation within a deadline set by the Purchaser. If the situation cannot be rectified, the Purchaser may request a price reduction.

Material breach of Contract that is not remedied within a reasonable deadline given with written notice by the Purchaser, may be invoked by the Purchaser as a basis for termination of the Contract.

## 9 BREACH OF CONTRACT BY SUPPLIER

### 9.1 Defects

#### 9.1.1 What constitutes defects

There is a defect if the performance or outcome of the Services does not comply with the requirements in clause 7.1 and this is not due to suspension reasons as mentioned in clause 13 or circumstances that are within the Purchaser's control.

#### 9.1.2 Claims for defects

If Purchaser wants to claim for defects, Supplier must be notified of this within a reasonable time after Purchaser discovered or should have discovered the defect.

If Purchaser does not submit a claim within three years after the Services was performed, he cannot claim for defects at a later date. This does not apply if Supplier under a warranty or other contract has assumed liability for defects over a longer period.

Purchaser may nevertheless claim for defects if Supplier has acted with gross negligence or otherwise contrary to honesty and good faith.

#### 9.1.3 Remedy for defects

In the event of defects, Purchaser may require Supplier to provide a remedy. A remedy may take the form of a repair, re-delivery or supplementary delivery or in another way which ensures that the outcome of the Services achieves the specified contractual quality and that as a whole the delivery functions as intended.

Supplier shall start remedying the defect without undue delay. The work shall be completed within a reasonable time, or if the Parties have agreed a deadline for the remedy, within this deadline.

If Supplier has not remedied the defect within the deadlines that apply under this provision, or if under the circumstances it would be unreasonable to require that Purchaser awaits Supplier's remedy, Supplier shall cover the costs Purchaser has had by receiving a remedy from a third party. Such costs are deducted from any compensation for the same breach.

Even if Purchaser does not so require, Supplier is entitled to provide a remedy for own account when this can be provided without unreasonable delay and without significant inconvenience to Purchaser or uncertainty in terms of repayment by Supplier of expenses Purchaser has had.

If Supplier gives Purchaser notice that a remedy will be provided within a given deadline, and Purchaser does not reply to this within ten working days of receiving the notice, Supplier may provide the remedy within the stated deadline.

If Purchaser has had the defect remedied, and under the circumstances it would be unreasonable to require that Purchaser awaits Supplier's remedy, Supplier cannot claim that an opportunity has not been given to provide a remedy.

#### 9.1.4 Repair in return for compensation

If Purchaser requires Supplier to provide a remedy, and Supplier believes the need for a remedy is not due to defective performance for which Supplier is liable, Supplier still undertakes to provide a remedy under the provisions in clause 9.1.3. In order for Supplier to be able to claim compensation for a remedy at a later date, a prior binding quotation for the remedy must be submitted to Purchaser.

If Supplier can document that remedy has been provided for defects for which Supplier is not liable, Supplier may require compensation in accordance with the binding quotation.

#### *9.1.5 Price reduction for defective performance*

If remedy is not provided within a reasonable time, or if Supplier fails to remedy a defective performance, Purchaser may claim a proportionate price reduction.

#### *9.1.6 Termination for defect*

Purchaser may terminate the Contract where a defect constitutes a material breach of contract.

Purchaser must notify Supplier of termination within a reasonable time after Purchaser knew or should have known about the defect. This does not apply if Supplier has acted with gross negligence or otherwise contrary to honesty and good faith.

If there is a defect in title for the outcome of the Services, and this is not remedied within a reasonable time, Purchaser may terminate the Contract.

### **9.2 Delay**

#### *9.2.1 When a delay exists*

A delay exists if Supplier does not perform the Services according to the requirements in clause 7.2.

#### *9.2.2 Liquidated damages for delay*

In the event of a delay, liquidated damages shall accrue automatically.

The liquidated damages are 1% of the payment, ex. VAT, for the part of the delivery that is affected by the delay per working day the delay lasts, limited to 20 working days. The liquidated damages are nevertheless minimum NOK 1,000 per working day.

If the liquidated damages do not cover the Purchaser's documented direct losses due to the delay, Purchaser may claim compensation for the surplus amount.

#### *9.2.3 Right to require performance in the event of a delay*

Purchaser is entitled to uphold the purchase and require performance of Contract.

#### *9.2.4 Termination in the event of a delay*

Purchaser may terminate the Contract if the delay represents a material breach of contract, or if the delay lasts longer than the agreed liquidated damages period.

### **9.3 Breach of the duty to give notice**

If Purchaser does not receive such notification as stated in clause 7.11 within a reasonable time after Purchaser knew or should have known of the impediment, Supplier may claim compensation for the loss that could have been avoided if he had received the notification in time.

### **9.4 Convictions for criminal offences**

If Supplier has been or is convicted of or has agreed or agrees to a fine for the following, criminal offences Purchaser may terminate the Contract:

- a) participation in a criminal organisation
- b) corruption
- c) fraud
- d) acts of terrorism or criminal offenses relating to terrorist activity
- e) money laundering or terrorist financing
- f) child labour and other forms of human trafficking

### **9.5 Bankruptcy, composition, etc.**

If debt settlement negotiations, composition or bankruptcy proceedings or any other kind of creditor management are initiated in connection with Supplier's operations or Supplier is under receivership, has discontinued his operations or is in a similar process pursuant to the national laws and regulations, Purchaser is entitled to terminate the Contract.

### **9.6 Anticipatory breach of contract**

#### *9.6.1 When anticipatory breach of contract occurs*

Anticipatory breach of contract exists when after signing the Contract it is clear on the basis of Supplier's conduct or a serious failure in his creditworthiness or ability to fulfil that he is not going to meet a significant part of his contractual obligations.

#### *9.6.2 Right to withhold performance for anticipatory breach*

Where there is an anticipatory breach of contract, Purchaser is entitled to suspend his performance and withhold his payments until the Supplier provides adequate security for his performance.

When performance is withheld for anticipatory breach, the Purchaser must immediately notify the Supplier of this. If such notice is not given, the Supplier can claim compensation for losses that could have been avoided if notice had been given.

#### *9.6.3 Termination in the event of anticipatory breach of contract*

If, before the contract is fulfilled, it is clear that the Supplier will be in a breach of contract that will entitle the Purchaser to terminate the contract, the Purchaser can terminate the contract before the deadline for fulfilling the contract has passed. The Supplier can prevent termination by providing adequate security for his fulfilment of his obligations.

If possible, the Purchaser shall notify the Supplier so that the Supplier has the opportunity to provide security to prevent the termination of the contract.

### **9.7 Violations of rules about advertising, customer care, etc.**

Violations of the rules about advertising, customer care, etc. in clause 7.12, are considered material breaches of Contract and mean that Purchaser may terminate the Contract.

In the event of termination under this provision, the Purchaser does not have any financial obligations to the Supplier, and the Supplier carries all costs related to the termination. The Supplier must nevertheless pay for the performance that has already been delivered.

#### **9.8 Breach of the provisions relating to corporate social responsibility**

If breach of the provisions relating wages and working conditions in clause 0 is discovered by Purchaser or by a third party hired by Purchaser, Supplier shall remedy the matter within the deadline set by Purchaser. When Supplier discovers such breach of Contract during internal control or own follow-up of a subcontractor, Supplier shall inform Purchaser of the matter without undue delay and remedy this within the deadline set by Purchaser. Purchaser may require that Supplier prepares a plan for improvements that shall be approved by Purchaser.

If the matter is not remedied within the set deadline, this will be considered a breach of contract which will result in an obligation to pay liquidated damages until the matter is remedied. The same applies if Supplier or sub-contractor does not remedy the matter following an order by the Norwegian Labour Inspection Authority within the Labour Inspection Authority's deadlines.

Liquidated damages shall accrue automatically. Material breach of contract that poses a risk to life and health, repeated breaches of contract or reaching the agreed maximum period for liquidated damages, are considered material breach of contract, which entitles Purchaser to terminate the Contract.

Liquidated damages under this provision are 1% of the total payment under the Contract, ex. VAT, per calendar day, limited to 60 calendar days. The liquidated damages are nevertheless minimum NOK 1,500 per calendar day.

#### **9.9 Substitute purchase when terminating due to Supplier's breach of contract**

When terminating the Contract due to Supplier's breach of contract or anticipatory breach of contract, Purchaser is entitled to make a substitute purchase in a reasonable way or within a reasonable time after the termination. In the event of a claim for compensation, Purchaser is entitled to the difference between the contract price and the price of the substitute transaction, in addition to other compensation under this Contract.

#### **9.10 Compensation in the event of Supplier's breach of contract**

Purchaser may claim compensation for the loss suffered due to Supplier's breach of contract, insofar as Supplier does not prove that the breach of contract is due to force majeure, as mentioned in clause 13 or circumstances that otherwise cannot be attributed to the Purchaser.

The compensation shall cover Purchaser's direct losses. Losses due to extra work are considered direct losses.

Any liquidated damages incurred are deducted from the compensation for the same breach of contract. A price reduction is compensation for reduced value of the delivered goods and comes in addition to any compensation.

Indirect losses are not covered.

The compensation is limited to the sum of the total payment under the Contract excluding VAT.

If Supplier has acted with gross negligence or otherwise contrary to honesty and good faith, the compensation limitations stated under this provision do not apply.

#### **9.11 Withholding payment**

If Purchaser has a claim as a result of Supplier's breach of contract, Purchaser may withhold as much of the purchase price as the breach of contract represents. Interest on overdue payment shall not be added to the withheld amount unless the withholding is clearly unreasonable.

### **10 PURCHASER'S OBLIGATIONS**

#### **10.1 Duty of inspection**

After delivery and as soon as the circumstances allow, Purchaser is obligated to inspect the outcome of the Services in accordance with good practice.

#### **10.2 Payment**

Purchaser is obligated to pay as agreed.

#### **10.3 Cooperation**

Purchaser must cooperate in a manner reasonable to expect to allow Supplier to fulfil his contractual obligations, as well as take possession of the outcome of the Services.

#### **10.4 Clarity toward Supplier**

Purchaser is responsible for having expressed the intended purpose of the purchase and his requirements and needs to Supplier in such a way that Supplier has a sufficiently clear basis for his contractual obligations.

#### **10.5 Duty to give notice**

If Purchaser is prevented from fulfilling his obligations on time, Supplier shall be notified of the impediment without undue delay and its impact on the possibility to fulfil the obligation.

### **11 PURCHASER'S BREACH OF CONTRACT**

#### **11.1 Overdue payment**

##### *11.1.1 Interest on overdue payment*

If a payment is overdue for reasons within the control of the Purchaser, Supplier can claim interest on overdue payments in accordance with the Act of 17 December 1976 no. 100 relating to interest on overdue payments.

##### *11.1.2 Termination for overdue payment*

Supplier may terminate the contract for overdue payment if Purchaser is in material breach of contract.

Purchaser's failure to pay is material when Purchaser has not paid within 30 days of the due-date, and where the delayed payment represents a significant portion of the total payment obligation under the contract.

### **11.2 Failure to cooperate**

Supplier may terminate the Contract when Purchaser does not cooperate in the purchase pursuant to clause 10.3, and this failure is a material breach of contract.

If Supplier wishes to terminate the contract for failure to cooperate, it must notify Purchaser of this within a reasonable time after Supplier had or should have had knowledge of this breach. The notification must include a reasonable deadline for Purchaser to fulfil his duty to cooperate. This does not apply if Purchaser has acted with gross negligence or otherwise contrary to honesty and good faith.

### **11.3 Breach of the duty to give notice**

If Supplier does not receive such notification as stated in clause 10.5 within a reasonable time after Purchaser had or should have had knowledge of the impediment, Supplier may claim compensation for losses that could have been avoided had notice been received in time.

### **11.4 Anticipatory breach of contract**

#### *11.4.1 When anticipatory breach of contract exists*

Anticipatory breach of contract exists when after signing the Contract it is clear on the basis of Purchaser's conduct or a serious failure in creditworthiness or ability to fulfil that Purchaser is not going to meet a significant part of the contractual obligations.

#### *11.4.2 Termination in the event of anticipatory breach of contract*

If, before the contract is fulfilled, it is clear that Purchaser will be in a breach of contract that will entitle Supplier to terminate the contract, Supplier can terminate the contract before the deadline for fulfilling the contract has passed. Purchaser can prevent termination by providing adequate security for its fulfilment of its obligations.

If possible, Supplier must notify Purchaser so that Purchaser has the opportunity to provide security to prevent the termination of the contract.

### **11.5 Right to require fulfilment in the event of Purchaser's breach of contract**

Supplier may uphold the purchase and demand that Purchaser pays the contract price. However, this does not apply as long as payment is prevented due to stoppages in communications or payment services, or other issues giving rise to force majeure, cf. clause 13.

If the Services have not been delivered yet, Supplier forfeits the right to require fulfilment if notification is not submitted to Purchaser within a reasonable time.

### **11.6 Compensation due to Purchaser's breach of contract**

Supplier may claim compensation for the loss suffered due to Purchaser's breach of contract, insofar as Purchaser does not prove that the breach of contract is due to force majeure, as mentioned in clause 13 or circumstances that otherwise cannot be attributed to the Purchaser.

Compensation shall cover Supplier's direct losses.

Indirect losses are not covered.

The compensation is limited to the sum of the total payment under the Contract excluding VAT.

If Purchaser has acted with gross negligence or otherwise contrary to honesty and good faith, the compensation limitations stated under this provision do not apply.

### **11.7 Suspension of performance**

Supplier shall not suspend performance due to Purchaser's breach of contract or due to anticipatory breach of contract. However, this does not apply if the breach of contract or the anticipatory breach of contract is material.

## **12 MUTUAL PROVISIONS FOR TERMINATION SETTLEMENT**

In the event of termination, Purchaser's rights to the Services will lapse.

If Supplier so requires, performance that has been provided by him shall be returned or deleted or destroyed in a proper manner after termination. Supplier shall cover the cost of this.

In the event of termination, Purchaser may require repayment of what has been paid. In the event of termination due to Supplier's breach of contract, Purchaser may also claim interest on overdue payment from the date payment has taken place.

Until an alternative solution has been found as a substitute for the delivered performance, Purchaser is entitled to use the delivery as agreed.

Supplier is entitled to payment equivalent to the value of any usefulness Purchaser has had of the delivered objects before termination or later. Any claim for interest on overdue payment and compensation for losses that is not intended to be covered by the payment comes in addition to this.

In the event of termination due to Purchaser's breach of contract, Supplier may require that security is provided for a claim for compensation for use.

## **13 RISK FOR MATERIALS AND DOCUMENTATION ETC.**

The risk for materials, parts etc., and for manuals, service documents, drawings, forms and similar documentation, transfers from Supplier to Purchaser from the time it is in Purchaser's possession.



## **14 SUSPENSION PROVISIONS (FORCE MAJEURE)**

If an extraordinary situation should arise which is outside the control of the parties, which makes performance of the duties under this Contract impossible, and which under Norwegian law must 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 end the Contract with the consent of the affected party, or if the situation prevails or is expected to prevail for more than ninety (90) calendar days as of 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.

## **15 TRANSFER OF RIGHTS AND OBLIGATIONS**

The Parties cannot transfer rights or obligations under this Contract to a third party without prior written consent from the other Party. Such consent may not be unreasonably withheld.

If Supplier merges or demerges, Purchaser is entitled to terminate the Contract.

## **16 CHANGES**

### **16.1 Voluntary changes**

If one of the parties, after the Contract has been concluded, needs to change requirements relating to the services or remuneration, schedules or other conditions of the Contract in a way that changes the nature or scope of the Contract, the parties may request a change order. Required changes pursuant to this provision shall be considered an offer that require the other party's acceptance. Changes in the Contract pursuant to this provision shall be in writing, and the changes must be signed by an authorized representative of each of the parties.

### **16.2 Imposed changes**

#### *16.2.1 Purchasers right to impose changes on the Supplier*

The Purchaser may impose changes on the Supplier. A change pursuant to this provision might involve the Supplier providing something in addition or in stead of what was originally agreed upon, that the nature, quality or performance change, or that agreed services should be discontinued. The changes must relate to the scope of the Contract, and the nature of the changes must not differ significantly from the services originally agreed upon. Unless otherwise agreed, the Purchaser may not impose changes on the Supplier that exceeds 15 % of the net addition to the total payment of the original Contract.

#### *16.2.2 Adjustment of remuneration in case of imposed changes*

The parties are entitled to such an adjustment in the remuneration that the change gives grounds for.

If the requirement for remuneration adjustment is related to conditions of the Contract where unit prices are applicable, these shall be used.

The settlement will also be based on the unit prices if the basis of the remuneration adjustment relates to services that are significantly similar to the services for which unit prices are set. The parties may then require the unit prices adjusted for the deviation. The adjustment shall reflect the price level of the original unit prices.

If the conditions for applying the unit prices change, hereunder as a result of the extent or number of imposed changes, the time of the imposed change or similar, the parties may require that the unit prices are adjusted for the relating increases or reductions in cost.

The party that wish to claim such an adjustment in the unit prices shall inform the other party within a reasonable time after the occurrence of the circumstances that give rise to the adjustment. If he fails to do so, he is only entitled to such an adjustment of the unit price that the other party had to have understood that the circumstances would lead to.

The party receiving the notification of adjustment shall respond within a reasonable time. If he does not reply within the set deadline, he loses the right to object to the claim.

If no applicable unit prices are available, an increase in the remuneration shall be set as the Supplier's necessary costs as well as an agreed or customary premium to cover indirect costs, risks and earnings. For deductions, a reduction shall be made in the remuneration that corresponds to the savings the deduction caused, with a corresponding reduction in the earnings.

#### *16.2.3 Adjustment of deadlines in case of imposed changes*

If the imposed change gives grounds for extension of deadlines, the Supplier may demand this. When the Supplier is entitled to an extension of deadlines, the parties shall seek to reach an agreement on the extension of time. If such an agreement cannot be reached, the extension of time shall correspond to the impact the change has had on the progress.

#### *16.2.4 The procedure for imposed changes*

The Purchaser's change order shall be in writing and indicate that a change is demanded and what the change entails.

## **17 TERMINATION OF CONTRACT**

In the event of termination of the contract, regardless of the reason for the termination, Supplier undertakes to contribute to a smooth transition to any new supplier. This does not apply if the Contract has been terminated due to

Purchaser's breach of contract or anticipatory breach of contract.

Any orders placed or deliveries started before the end of the contract must be completed even if the date of delivery is after the end of the contract period.

### **18 DUTY OF CONFIDENTIALITY**

Information the Parties become aware of in connection with the Contract and performance of the Contract shall be treated confidentially, and not be disclosed to unauthorised persons without the consent of the other party.

The duty of confidentiality under this provision does not prevent disclosure of information that is required to be presented pursuant to laws or regulations, including any disclosure or right of access pursuant to the Freedom of Information Act of 19 May 2006. If possible, the other party shall be notified before such information is provided.

The duty of confidentiality does not prevent the information from being used when there is no legitimate reason for keeping it secret, e.g., when it is generally known or generally available elsewhere.

The Parties shall take the necessary precautions to ensure that no unauthorised persons have access to or can become familiar with confidential information.

The duty of confidentiality applies to the Parties' employees, sub-contractors and third parties who act on the Parties' behalf in connection with performance of the Contract. The Parties can only transfer confidential information to such sub-contractors and third parties to the extent this is necessary for performance of the Contract, provided that a duty of confidentiality equivalent to this clause is imposed on them.

The duty of confidentiality does not prevent the Parties from using experience and expertise gained in connection with performance of the Contract.

The duty of confidentiality continues to apply after the end of the Contract. Employees or others who resign from one of the Parties shall be imposed a duty of confidentiality as mentioned above also after resignation.

### **19 MEETINGS**

If a party deems it necessary, the party may convene a meeting with the other party with at least three working days' notice to discuss the contractual relationship and the manner in which the contractual relationship is executed. The other party is obliged to attend such meetings at his own expense.

### **20 DISPUTES**

#### **20.1 Choice of law and legal venue**

The Parties' rights and obligations under this Contract are interpreted and supplemented in their entirety according to Norwegian law. The Purchaser's general venue is the venue for all disputes under this Contract.

#### **20.2 Negotiations**

If a dispute arises related to the parties' rights and obligations under or associated with this Contract, the dispute shall be sought to be settled through negotiations.

#### **20.3 Court or arbitration settlement**

If the negotiations are unsuccessful within the agreed time, or within four weeks of the first negotiating meeting, unless otherwise agreed, the dispute shall be settled before the ordinary courts.

The Parties may instead jointly have the dispute settled with final effect through arbitration in Norway pursuant to the regular rules in the Arbitration Act of 14 May 2004 no. 25.

## Total price and payment terms

### 1. Price

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

All prices are quoted in NOK (or other agreed currency), 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, and cannot be changed unless the incentive for prices is in accordance to what is written under the Contract 5.3.

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

Any claim for priceregulations in according to the above, must be sent to [Internpost.anskaffelser@mattilsynet.no](mailto:Internpost.anskaffelser@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 and 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** – **Mxxxxx** - must be marked in the reference field of the invoice («Your reference»). All invoices must be marked with the Customer's **contract number xxxxx**. The invoice shall also be marked clearly with the relevant **project number xxxxxxxx**

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 the progress plan may be made here.