
**CONTRACT AGREEMENT
WITH PARTICULAR CONDITIONS**

between

Østfold Avfallssortering IKS

and

[●]

in respect to a

**turn-key delivery of the electro-mechanical works for a sorting facility (MRF) for
waste from households**

Dated **[●]**

This contract agreement with appendices (hereinafter referred to as the "**Contract**" or "**contract**") is made on [●] 2022 between:

- (1) Østfold Avfallssortering IKS, a company registered in the Norwegian company register under org.no. 924961821, having its registered business address at Øraveien 2, 1630 Gamle Fredrikstad, (hereinafter called the "**Client**" or the "**client**"); and
- (2) [●], a company registered in the [●] company register under org.no. [●], having its registered business address at [●] (hereinafter called the "**Contractor**" or "**the design and build contractor**"),

(hereinafter individually called a "**Party**" or "**party**", and collectively the "**Parties**" or "**parties**").

1 Background and purpose

Østfold Avfallssortering IKS (ØAS), is a Norwegian company owned by five municipalities and two inter-municipal companies: Fredrikstad, Sarpsborg, Halden, Rakkestad, Hvaler, Indre Østfold Renovasjon IKS (IØR) and MOVAR IKS.

ØAS as the Client shall build and operate a facility for sorting household waste to increase the recycling rate for the owners, and to provide residents with a good waste disposal solution. This Contract is for the turn-key delivery of the electro-mechanical works for a plant for sorting out mixed plastic, magnetic and non-magnetic metal, mixed paper (option) and organic and other fractions from fines (option).

2 Contract Work

The Contractor undertakes to design, deliver, install, complete and commission in good working order a complete plastic fine sorting plant as further set out in the particular conditions clause 1.4 (hereinafter referred to as the "**Contract Work**" or "**contract work**") as further specified in the Contract.

The Contract Work shall be delivered to the Client's premises at Viken Park [address] .

All materials shall be new, and all materials and workmanship shall be of first-class quality. The Contract Work shall be executed in accordance with the Contract and all applicable laws, regulations and legal rules, instructions and directives.

3 The Contract

The Contract consists of the following parts and documents:

Part 1:

- Contract Agreement

Part 2:

- Particular Conditions
- NS 8407

Part 3:

- Appendix A – Scope of Work and Technical Requirements
- Appendix B – Price Form and Payment Terms

- Appendix C – Contract Schedule
- Appendix D – Administrative Requirements
- Appendix E – Technical documentation and data sheets
- Appendix F – Drawings
- Appendix G – Client Deliveries
- Appendix H – Subcontractors
- Appendix I – Insurance
- Appendix J – Bank Guarantee
- Appendix K – Contractor's Tender

In case of any conflict between provisions in the listed documents and appendices, these shall apply in the order listed above.

Appendix K Contractor's Tender is listed last and have the lowest priority. Any deviations or reservations in the offer may not be contractually invoked, unless listed and specified in the tender as instructed in the document "Instructions to prequalification and tender phase".

NS 8407:2011 General conditions of contract design and build contract (hereinafter "NS 8407") shall apply as general conditions of contract with the amendments and additions set out in the Particular Conditions.

4 Contract sum and rates

The contract sum for the Contract Work shall be:

Total tender price ex. VAT	[●]
Value added tax	[●]
Total contract sum	[●]

In addition to the Contract Work the Client is entitled to declare options as defined in Appendix B2.

Contract prices is based on price level as per deadline for reception of finale tenders. Contract prices will be regulated in accordance with changes in price level as described in Enclosure 3 to this Contract Agreement.

Rates for variations and daywork as set out in NS 8407 clause 30 shall be compensated in accordance with the hourly rates and unit rates set out in Appendix B.

5 Representatives of the Parties

The representative of the Client:

Name	<input type="checkbox"/>
Telephone	<input type="checkbox"/>
Email	<input type="checkbox"/>

The representative of the Contractor:

Name	<input type="checkbox"/>
Telephone	<input type="checkbox"/>
Email	<input type="checkbox"/>

6 Security

The Contractor shall provide security for the performance of his contractual obligations with:

Total tender price ex. VAT	<input type="checkbox"/>
Value added tax	<input type="checkbox"/>
Total contract sum	<input type="checkbox"/>

7 Applicable law and dispute resolution

7.1 Choice of law

This Contract shall be governed by and interpreted in accordance with Norwegian law.

7.2 Dispute resolution

The Parties agree to engage in good faith consultations to resolve any dispute arising in connection with the Contract. If such consultations do not resolve the dispute, the dispute shall be settled by courts of Norway with Søndre Østfold district court (Søndre Østfold tingrett) as exclusive venue.

This Contract is issued in two copies, one for each of the Parties.

Oslo, [●] 2022

Contract Enclosures:

Enclosure 1: Main time schedule

Enclosure 2: Summary Price Sheet

Enclosure 3: Index regulation