

# STANDARD PROCUREMENT TERMS AND CONDITIONS

## 1. GENERAL TERMS AND CONDITIONS

These standard procurement terms and conditions with appendices (the "**Agreement**") apply to the supply of goods and/or services from the SUPPLIER to the RED CROSS, unless otherwise agreed in writing. The Agreement is governed by Norwegian law, including the provisions of the Sale of Goods Act, where not stated in the Agreement. In the event of a conflict between non-mandatory provisions of the Sale of Goods Act and the Agreement, the Agreement takes precedence.

The RED CROSS reserves the right to revise the Agreement if necessary.

### 1.1 Orders

Orders from the RED CROSS shall be in writing.

### 1.2 Order confirmation

Deliveries shall be confirmed in writing. The order confirmation shall contain the necessary data provided in the order to ensure correct delivery.

### 1.3 Contact

Notices and other written enquiries from the SUPPLIER to the RED CROSS in accordance with this Agreement shall be directed to the following point of contact, unless the RED CROSS has instructed the SUPPLIER otherwise: [innkjop@redcross.no](mailto:innkjop@redcross.no).

## 2. DELIVERY TERMS

### 2.1 Delivery of goods

Unless otherwise agreed, the terms of delivery are freight paid to the delivery address of the RED CROSS, DDP, ref. latest edition of Incoterms.

At the time of shipment, the goods shall be packed so that damage is avoided during transport. Packing lists should contain references, mode of transport, delivery address, content, and date of delivery. Unless the parties have agreed otherwise in writing, delivery shall take place between 08:00-17:00 Mondays to Fridays, excluding public holidays. THE SUPPLIER shall notify the RED CROSS of the specific time of delivery at the receiving point no later than 24 hours before delivery.

### 2.2 Complaints, defects and errors

The RED CROSS will present claims in respect of errors and/or defects in goods and/or services within a reasonable time after the errors/defects have been detected. All supplies of goods and/or services shall be of good quality.

The SUPPLIER shall promptly correct errors and/or defects at no cost to the RED CROSS.

If the SUPPLIER does not take the necessary measures to bring the delivery into contractual condition within three working days after the written complaint from the RED CROSS, or does not complete these measures without undue delay, the RED CROSS has the right to rectify or

replace the delivery with corresponding goods or services at the SUPPLIER's expense and risk.

The SUPPLIER shall be informed before the work is initiated.

The RED CROSS may, with reasonable notice, inspect the production of the goods or the performance of the services in order to check correct fulfilment of the order. Such inspections shall follow the same procedure as described in Section 12 on inspections and audits.

If a delivery, or part thereof, is not in accordance with what the parties have agreed, the RED CROSS may cancel all or part of the procurement or use the Sale of Goods Act's other remedies for deficiencies.

### 2.3 Delays

If there is reason to believe that the agreed delivery time cannot be complied with, the SUPPLIER shall immediately notify the RED CROSS and indicate the reason for the delay and the new delivery time.

Unless force majeure can be invoked, the RED CROSS reserves the right to cancel the procurement in the event of a material delay.

The SUPPLIER cannot invoke a delay from a subcontractor as force majeure.

## 3. COSTS

Unless otherwise agreed, the prices are fixed, in NOK, incl. VAT, necessary packaging, customs duties, taxes and other duties/fees etc. Price increases after agreed delivery will not be accepted.

The RED CROSS will not pay for goods/services or quantities beyond what is included in the order, without it being approved in writing by the RED CROSS.

## 4. INVOICING AND PAYMENT TERMS

Invoices must be submitted in EHF format. Exceptions must be clarified before the invoice is issued.

"Buyer's Reference" shall be filled in so that the invoice is sent internally to the person responsible for approving payment. The reference shall be a short name, which is a combination of 6 letters that the RED CROSS specifies in a written order. There shall be nothing else in this field, unless the RED CROSS has instructed the SUPPLIER otherwise. Invoices shall clearly indicate what the delivery concerns and be addressed to the correct organisation number in the RED CROSS in order to be considered a correct invoice. If this information is missing, the invoice will be considered invalid. The RED CROSS will not pay interest or fees resulting from failure to comply with the invoicing requirements.

The payment terms shall never be less than one

free invoice month (+30 days) after the RED CROSS has approved the delivery and the correct invoice and agreed vouchers/documentation have been received.

In case of delayed payment due to circumstances at the RED CROSS, the applicable interest rate on late payment applies in accordance with the Act relating to Interest on Overdue Payments, etc.

**5. LICENCES/PERMITS/PATENTS** The SUPPLIER guarantees to the RED CROSS that the SUPPLIER, including any subcontractors, holds all the necessary material and intellectual property rights associated with the delivery. The SUPPLIER shall indemnify the RED CROSS against any liability, loss or expenses arising from claims, lawsuits, etc. arising from the use of goods and/or services that the SUPPLIER has delivered to the RED CROSS.

#### **6. COPYRIGHT**

The RED CROSS owns the copyright to text, photos, illustrations, layouts and other protected material developed during the agreement period at any time. The transfer of copyright and other intellectual property rights takes place upon payment from the RED CROSS to the SUPPLIER for the delivery. Such transfer grants the RED CROSS an exclusive, irrevocable and free of compensation right to use material developed during the cooperation. The right includes, but is not limited to, a right to use material in all operations associated with the RED CROSS nationally and internationally and in a commercial context, to produce copies and for disclosure to the general public, and to make changes to, or otherwise modify, process or further develop the material for further use or new purposes.

Under Section 5 of the Intellectual Property Act, these rights must not be used in a manner or in a context that is offensive to the originator, or the reputation or distinctive character of the original material.

#### **7. PRIVACY PROTECTION**

Both parties shall comply with applicable privacy protection regulations, including the General Data Protection Regulation (GDPR), when processing personal data and shall continuously assess their roles and responsibilities under the regulations. If the SUPPLIER processes personal data on behalf of the RED CROSS, the SUPPLIER shall comply with the RED CROSS's data processor agreement.

#### **8. QUALITY ASSURANCE**

The SUPPLIER shall have a satisfactory quality system suitable for the nature of the goods and that ensures that the delivery meets the specifications and quality requirements of the RED CROSS. At the request of the RED CROSS, the SUPPLIER shall document the system and that it is being used satisfactorily.

#### **9. LIABILITY FOR SUBCONTRACTORS**

If the SUPPLIER engages outside contract facilitators (subcontractors, consultants, etc.) to perform tasks, the SUPPLIER is fully responsible for the performance of these tasks in the same way as if it itself was responsible for the

performance.

#### **10. INSURANCE**

The SUPPLIER shall take out the necessary non-life and liability insurance cover for the liability it may incur in the event of damage to the RED CROSS and/or third party property and/or persons.

#### **11. HEALTH, SAFETY AND THE ENVIRONMENT**

The SUPPLIER undertakes to comply with applicable regulatory requirements for safeguarding health, safety and the environment in accordance with the Internal Control Regulations. The SUPPLIER is obliged to provide goods and/or services to the RED CROSS of high environmental quality and with the least possible risk of dangerous or harmful situations.

#### **12. CORPORATE SOCIAL RESPONSIBILITY**

The SUPPLIER undertakes to conduct its business in such a way that it does not violate the terms of the Code of Conduct which are Appendix 1 to these Terms, as well as internationally recognised standards and rules relating to international humanitarian law, human rights, workers' rights, prohibitions on the use of child labour, the environment and anti-corruption. The SUPPLIER shall complete the Self-Declaration Form which is Appendix 2 to these Terms and Conditions to document fulfilment of the Code of Conduct.

The SUPPLIER undertakes to only use subcontractors and contract facilitators that the SUPPLIER, in good faith and with due diligence, deems to meet the requirements pursuant to the Code of Conduct and the international standards and rules referred to in this provision and appendices. The SUPPLIER shall make its subcontractors and contract facilitators aware of their obligations under these rules, and the RED CROSS accepts that the SUPPLIER applies this Agreement with the Code of Conduct and the Self-Declaration Form to the SUPPLIER's subcontractors and contract facilitators.

If the SUPPLIER becomes aware that a subcontractor is in breach of any of these obligations, the SUPPLIER shall promptly notify the RED CROSS of the breach and select another subcontractor.

The RED CROSS invokes the right to inspect, control and audit the SUPPLIER and contract facilitators with respect to compliance with the Agreement. The RED CROSS may also use a third party to carry out these controls. The SUPPLIER is obliged to cooperate with the RED CROSS by enabling physical inspections and providing relevant documentation and information. Inspections or audits shall be carried out between 08:00-17:00 Mondays to Fridays, excluding public holidays. The RED CROSS shall notify the SUPPLIER in writing no later than 48 hours prior to the implementation of such an inspection and audit. The parties bear their own costs for conducting controls, audits or inspections.

The duty of the RED CROSS to ensure that the

right of inspection and access will be exercised at least once a year in accordance with the Regulations on the Obligation to Provide Information, the Obligation to Ensure Compliance, and the Right of Inspection where the delivery includes areas with general collective agreements. The SUPPLIER is thus obliged, in accordance with the principal's procedure, to document the pay and working conditions of its employees or subcontractors performing services for the RED CROSS.

**13. ADVERTISING**

The SUPPLIER, including its subcontractors or other contract facilitators, is not permitted to use the name, logo or registered trademarks of the RED CROSS, etc. in connection with the promotion, advertising or marketing of its operations without the prior written consent of the RED CROSS.

**14. DUTY OF CONFIDENTIALITY**

The SUPPLIER is obliged to maintain confidentiality and prevent unauthorised parties from gaining knowledge of confidential information that the SUPPLIER obtains from the RED CROSS in

connection with the Agreement. Confidential information means any kind of information which is not intended to be disclosed to a third party and is not already publicly known. The SUPPLIER is obliged to inform its employees, subcontractors and contract facilitators who provide goods or perform services for the RED CROSS that if, during assignments for the RED CROSS, they gain knowledge of, or have at their disposal, trade or operational secrets, correspondence, personal matters, etc., such information must not be used or disclosed to unauthorised parties. Breaches of this duty of confidentiality may result in claims for compensation. The duty of confidentiality also applies after termination of this Agreement.

**15. DISPUTES**

Efforts shall be made to resolve any disputes through negotiations. If the dispute is not resolved through negotiations, the dispute shall be settled through legal proceedings. Oslo District Court shall be the venue for all legal proceedings arising out of this Agreement.

*Standard Procurement Terms and Conditions for suppliers to the Red Cross revised 18.01.2022.*

*A signed copy of this document must be sent as a PDF by email to the RED CROSS at [innkjop@redcross.no](mailto:innkjop@redcross.no) (such procurement terms and conditions apply to all procurements made by the RED CROSS, unless otherwise agreed in writing with the RED CROSS).*

*This document has two (2) appendices:*

- 1. Code of Conduct*
- 2. Self-declaration form*

Date/Place: \_\_\_\_\_

Supplier: \_\_\_\_\_

Signature: .