

STATSBYGG'S
GENERAL AND SPECIAL
CONDITIONS OF CONTRACT
FOR
PURCHASES OF MECHANICAL, ELECTRICAL AND
ELECTRONIC GOODS (ORGALIME SI 14)

Changes and clarifications in respect of Orgalime SI 14 can be divided into two: the general contractual provisions in Part I, which are identical for all contracts where these conditions of contract are used, and the special contractual provisions in Part II, which may vary from contract to contract.

PART I - GENERAL CONDITIONS OF CONTRACT

The general conditions of contract are as set out in Orgalime SI 14 with the clarifications and changes stated below.

1 Assignment of rights and obligations (addition to Orgalime SI 14)

The Purchaser may assign his rights and obligations under the contract to another state or public institution.

The Contractor may only assign his rights and obligations under the contract with the Purchaser's written consent.

2 Security for performance of the contract (addition to Orgalime SI 14)

2.1 Provision of security

The Contractor must provide security for correct fulfilment of his contractual obligations during the execution and rectification periods. Security from the Contractor must be provided in the form of a principal liability guarantee from a bank, insurance company or other financial institution, see Section 4.2 below. The guarantor's liability must not be limited by conditions relating to any failure to pay premiums or other breaches on the part of the party providing the security.

The security during the execution period must be 10 % of the contract price. The security can be claimed for circumstances cited by the Purchaser no later than handover.

After taking-over this security will be reduced to 3 % of the contract price for circumstances cited in the next three years. The security will then lapse unless the Purchaser has claimed liability from the Contractor that is covered by the security.

If the contract price does not exceed NOK 250,000 inc. VAT, the Contractor is not under an obligation to provide security during the execution and rectification periods. When the contract price is to be paid in full after handover, the Contractor is not under an obligation to provide security during the execution period. Security must be provided during the rectification period, however, unless the contract price does not exceed NOK 250,000 inc. VAT.

Statsbygg is a government entity and does not provide security during the contract period.

2.2 Security form

Provision of security on the part of the Contractor in accordance with Section 3.1 must be documented within 14 days of conclusion of the contract by completing the annexed form: Form 1 – Purchase of Goods, Provision of Security. The Purchaser is not obliged to pay instalments before he has received the said form.

3 Insurance (addition to Orgalime SI 14)

3.1 Contractor's duty to insure contract deliverables

Unless otherwise agreed, the Contractor must insure the contract deliverables that have been executed, deliverables in respect of which the Purchaser has made advance payments, and materials that the Purchaser has entrusted to the Contractor. The insurance must be taken out on the terms customary for the type of work to be carried out by the Contractor or his subcontractors, and must cover damage, including fire damage, water damage and criminal damage, and theft in the event of burglary. The Contractor shall have insurance in place until all the contract deliverables have been accepted by the Purchaser. The Purchaser shall be named as co-insured in the certificate of insurance.

The Contractor must take out insurance for a sum that provides cover for what it would cost to restore the contract deliverables to the condition they were in prior to the damage. The insurance contract must not contain underinsurance clauses.

The Purchaser's rights as co-insured must not be limited by stipulations in the insurance contract relating to actions or omissions on the part of the policyholder. Nor must the insurance contract contain provisions to the effect that the insurance company can negotiate the pay-out with the policyholder or pay out to the policyholder without the Purchaser's consent.

The above duty to insure does not apply if the contract price does not exceed NOK 250,000.

3.2 Liability insurance

Unless specified otherwise in the tender documents, the Contractor must have liability insurance on the usual terms. The insurance must cover liability in damages for bodily injury or property damage that he and his subcontractors may cause to the Purchaser or a third party in connection with performance of the contract. The sum insured must be at least NOK 15.000.000 per insurance event.

The insurance contract must not contain provisions that reduce the claimant's rights vis-à-vis the insurance company in relation to what follows from the general provisions of the Norwegian Insurance Contracts Act.

3.3 Insurance form

The Contractor's insurance policies under Sections 4.1 and 4.2 above must be documented within 14 days of conclusion of the contract by completing the annexed form: Form 2 – Purchase of Goods, Insurance Certificate for Property Insurance and Form 3 – Purchase of Goods, Insurance Certificate for Liability Insurance. The Purchaser is not obliged to pay instalments before he has received the said certificates.

4 Quality assurance (addition to Orgalime SI 14)

The Contractor must possess and comply with a management system that satisfies relevant parts of NS-EN ISO 9001:2015 "Quality Management Systems - Requirements". This applies to the following parts of the standard, chapters:

- 4.4 The quality management system and system processes
- 5.1 Leadership and Commitment
- 7 Support
- 9.1 Monitoring, measurement, analysis, evaluation
- 9.2 Internal audit

The Contractor shall create a quality plan in accordance with instructions from Statsbygg, which meets the requirements of NS-EN ISO 10005:2018. Unless otherwise agreed, the quality plan shall be available no later than 30 days after the conclusion of the contract.

The Contractor must be able to document that he carries out audits of his work and compliance with the requirements that are set in the management system and quality plan. Unless otherwise agreed, such audits shall be conducted at least once a year. Statsbygg has the right to participate in system audits.

5 Segregation of the Purchaser's goods (addition to Orgalime SI 14)

The Contractor's deliverables under the contract must be marked with the Purchaser's name for identification purposes, as soon as possible.

6 External environment (addition to Orgalime SI 14)

6.1 Tropical timber and timber from protected forests

The Purchaser must not have tropical timber or timber from protected forests in his buildings or on his building sites. If goods containing tropical timber or timber from protected forests are supplied, it will be regarded as a nonconformity that the Purchaser can demand to have corrected, regardless of the cost of such correction. The Contractor will be liable for the loss incurred by the Purchaser as a result of the nonconformity. The burden of proof for the goods supplied not constituting a nonconformity in accordance with this provision rests with the Contractor.

6.2 Hazardous substances contained in the goods

If the goods contain hazardous substances, i.e. substances that can entail a health hazard for persons using the goods, a risk of fire or explosion, or a hazard to the external environment, the Contractor must provide a safety data sheet for the goods.

The use in goods of chemicals and products containing more than 0.1 percent by weight of substances on

- 1) the authorities' List of Priority Substances where emissions must be reduced substantially by 2020 (**Prioritetslisten** – see <http://www.miljostatus.no/no/Tema/Kjemikalier/Kjemikalielister/Prioritetslisten/>) or
- 2) the REACH Candidate List (**Kandidatlisten** – see <http://www.klif.no/no/Tema/Kjemikalier/Kjemikalierregelverket-REACH/Godkjenningsordningen/>) must be avoided.

Use of the aforementioned chemicals and products therefore requires the Purchaser's approval.

If the Contractor is of the opinion that the use of chemicals and products mentioned above cannot be avoided, he must give an account of the type and quantity of chemical, product and substance involved and why it is necessary to use it, including the possibility of using a substitute, well before use becomes relevant. The Purchaser can, after a detailed assessment, approve use of the chemical or product in question.

The Contractor must keep a list of any approved use of chemicals and products specified in the first paragraph and report their use to the Purchaser quarterly. The first report must be submitted 14 days after conclusion of the contract.

The Purchaser may demand a daily penalty if the Contractor is in breach of the aforementioned obligations and the situation is not rectified within a reasonable deadline specified in writing by the Purchaser. The daily penalty will run from expiry of the deadline until the situation ceases. The penalty per working day will represent 1‰ of the contract price, but no less than NOK 1,500. Contractor's aggregated total liability for property damage, personal injury and financial compensation shall be limited to 25% of the Contract Price, or EUR 2.500.000,-, whichever is the lowest. The fine shall be payable in addition to any daily fine for delays.

Failure to rectify the situation by the deadline will be regarded as material breach of contract and may be cited by the Purchaser as grounds for termination for a period of one month after the deadline expires.

Breaches of the aforementioned obligations where the breach cannot be rectified will incur a fine of NOK 10,000 per breach.

6.3 Compulsory membership of packaging return scheme

At conclusion of the contract at the latest, a Norwegian Contractor (VAT registered in Norway) must submit documentation (membership certificate from Grønt Punkt Norge AS or a similar scheme) to the effect that he belongs to an environmentally sound return scheme for the final treatment of packaging or fulfils the obligation through a similar return scheme of his own. If the Contractor is of the opinion that he will not use packaging, he must submit a written declaration to this effect to the Purchaser at conclusion of the contract at the latest.

The above requirements only apply if the contract exceeds NOK 100,000 ex. VAT.

7 Installation work (addition to Orgalime SI 14)

Installation work is included in the purchase unless otherwise agreed upon. In contracts where installation work is part of the delivery, the following provisions about duty to cooperate, HMS-card (Health, environment and safety card) and wages and working conditions, apply.

7.1 Duty to coordinate

The Contractor must submit an organisation plan for the services for which the Purchaser is responsible under the contract well before installation.

The Contractor must plan his schedule and carry out the installation work in consultation with other contractors, project planners and other players in the project so as to ensure that they are not impeded or delayed unnecessarily. The Contractor must compensate the Purchaser for the costs he incurs as a result of other contractors, project planners or other players being delayed in the performance of their work in so far as this is due to the Contractor failing in his duty to collaborate with them.

7.2 Internal control. Safety, health and work environment.

The Contractor must follow the at any time applicable Work Environment Act with associated regulations, the Purchaser's SHA-plan (safety, health and work environment plan) or coordinator's instruction.

The Contractor is required to have an internal control system cf. the Norwegian Internal Control Regulations.

Relevant parts of the Purchaser's SHA-plan shall be incorporated into and followed up through the Contractor's internal control. The incorporation shall happen in such a way that the provisions of the SHA-plan can be identified.

Unless otherwise agreed upon, all communication between key personnel in the project shall be in Norwegian or English. The Contractor shall ensure that employees he or any subcontractors use can communicate in such a way that any miscommunication does not represent a safety risk; see also other requirements in the SHA-plan.

In cases of a breach of the duties mentioned above, the Purchaser has the right to stop the works to the extent that the Purchaser considers this necessary.

A significant breach of the duties mentioned above can be invoked by the Purchaser as grounds for termination. If breaches of this type are a repeated occurrence, the Purchaser can terminate the contract despite the Contractor correcting the conditions. The Purchaser can similarly demand that the Contractor replaces the subcontractor. This shall happen without cost to the Purchaser.

7.3 HMS-cards and ID

All employees that enter the Purchaser's building site, shall, easily visible, carry an HMS-card (Health, environment and safety card) as issued by the Norwegian Labour Inspection Authority (Arbeidstilsynet) from the first day of work at the site.

The requirement for HMS-cards applies also to posted workers. In such cases an HMS-card is not required from the first day of work at the site but can be replaced with conformation (with QR-code) that an HMS-card has been ordered, or documentation in the form of an employment agreement and confirmation that information about the contractor and the employee has been registered in The Assignment and Employee Register (Oppdrags- og arbeidsforholdsregisteret) on form RF1198. (All assignments given to foreign contractors on land or on the continental shelf must be reported to The Assignment and Employee Register). In such cases, the HMS-card must be shown immediately after it has been received, so that the employee can be correctly registered in HMSREG. If the assignment is finished before the HMS-card is received, the HMS-card must be registered on the person in HMSREG afterwards.

Everyone must show a valid identification on entering the building site. Furthermore, a valid identification must be shown on demand from the Purchaser or representatives who are inspecting on behalf of the Purchaser. Persons who cannot show an HMS-card or valid identification can be expelled from the work site.

7.4 Duty to report to The Norwegian Tax Administration

A contract given to a foreign Contractor or subcontractor, and all employees connected to such a contract, must be reported to The Norwegian Tax Administration (Skatteetatens Brukerdialog, utland) according to the Norwegian Tax Administration Act § 7-6. The Contractor is responsible for such reporting throughout the supply chain. The Contractor must on request document that the duty to report has been fulfilled by delivering a copy of registration forms or receipts from the Norwegian government internet portal, Altinn.

Any responsibility for taxes or duties, fees or coercive fines that are levied upon the Purchaser as a result of the Contractor not complying with the obligations stated above, is the Contractor's responsibility and shall be covered by him.

7.5 Wages and working conditions – social dumping

The Contractor is responsible for the wages and working conditions of his own employees, employees of subcontractors or hired workers according to:

- General application of collective agreements (“forskrifter om allmenngjøring av tariffavtaler”)
- Norwegian regulation on wages and working conditions in public contracts of February 8th, 2008, where applicable. In areas not covered by general application of collective agreements, wages and working conditions must be in accordance with nationwide collective agreements for the trade in question. The expression “wages and working conditions” is meant to include provisions about minimum working hours, wages (including overtime pay), shift pay, and the covering of expenses for travel, food and accommodation, to the extent that these provisions are covered in the collective agreement.

The Contractor is on request required to document wages and working conditions for his own employees, employees at subcontractors or hired personnel. The information must be documented

with amongst other things a copy of an employment agreement, paycheck, timesheet and employer's bank statement. The documentation must be on an individual level and must state whom it concerns.

In cases of breach of the provisions for wages and work conditions, the Contractor must immediately correct the situation. The Purchaser has the right to withhold payment of a sum equivalent to about double the Contractor's savings, independent of whether the employee has presented a demand against the employer. The right to withhold payment ceases as soon as correction as described in the preceding paragraph has been documented.

Breaches of the provisions on wage and working conditions gives the Purchaser the right to stop the work or, in serious or frequent cases, the right to terminate the contract. This right is applicable independent of where the breach occurs in the supply chain. The right to terminate is applicable even if the Contractor corrects the situation. If the breach has occurred at a subcontractor, including at a staffing company, the Purchaser can demand that the Contractor replaces the subcontractor. Such a replacement shall be done without cost or risk to the Purchaser.

Lack of documentation of wages and working conditions, as mentioned above, will be equated to a breach of the provisions on wages and working conditions and can be sanctioned by the Purchaser as if a breach has occurred.

All contracts that the Contractors enters into as part of the delivery under this contract, shall contain equivalent provisions.

8 Invoicing and payment (addition and change to Orgalime SI 14 clause 46 to 51)

The payment terms are as follows:

- 30 per cent of the contract price when the Joint Collaboration Phase is completed. Reference is made to OSC-30-H004-X-XX-0000X
- 30 per cent when the Contractor notifies the Purchaser that the Plant or the essential part of the Plant is ready for dispatch from the place of manufacture
- 30 per cent on arrival of the Plant at the site
- The remaining part of the Contract Price on taking-over

Advances to the Contractor at the formation of the contract, and when the Plant is ready for dispatch from the place of manufacture, will not be paid until approved security has been provided, see Form 4 – Purchase of Goods, Bank Guarantee for Contract Advances.

Invoices sent when the majority of the contract's deliverables have arrived at the agreed location and receiving inspection has taken place will be paid within 30 days of this happening and the invoice with agreed documentation being received. Invoices sent at handover will be paid within 60 days of the goods being accepted and invoices with agreed documentation being received.

Invoices and credit notes shall be sent to Statsbygg's invoice address electronically in accordance with the EHF (Electronic Commerce Format) standard as required by the Ministry of Government Administration, Reform and Church Affairs. Invoices and credit notes must be communicated via an access point in the message communication infrastructure administered by Digdir (The Norwegian Digitalisation Agency).

Non-payment owing to circumstances for which the Purchaser is responsible entitles the Contractor to default interest in accordance with the Norwegian Act relating to Interest on Overdue Payments of 17 December 1976 (Act No. 100). Compensation cannot be claimed for financial losses over and above what is covered by the default interest.

9 Receiving inspection (addition to Orgalime SI 14)

When the goods arrive at the delivery address, a receiving inspection must be held. Receiving inspection means counting the components of the deliverables and checking the documentation in relation to the contract. The receiving inspection cannot be held without the Purchaser being present. The Contractor must advise the Purchaser in good time of the date of the receiving inspection and if an agreed receiving inspection cannot be held as scheduled. A receiving inspection report must be drawn up.

If the Contractor will not be present when goods arrive at the delivery address, the Contractor must advise the Purchaser in good time of the arrival, so that the Purchaser can conduct a receiving inspection on his own.

10 INCOTERMS trade terms (change to Orgalime SI 14 clause 30)

The delivery shall be made according to the INCOTERM trade term Delivered Duty Paid (DDP).

11 Deadline for complaints and complaints inspection

The deadline for complaints is five years from taking-over.

Before the deadline for complaints expires, either party can request that a joint complaints inspection of the Contractor's deliverables be held every year.

12 Special provisions on right to use software (addition to Orgalime SI 14)

Software specified in connection with the individual contract remains in the copyright of the Contractor or his subcontractor. The Purchaser has the right to use a copy of the software and title to the software-carrying medium/system, and any software developed specially for the individual contract. The Contractor is under an obligation to ensure that the Purchaser can use the software without being prevented by the copyright or other rights of third parties.

This provision applies equally to a party to whom rights and obligations under the contract have been assigned.

The Purchaser can also use the copy of the software on any hardware or equipment on which it can be loaded for backup purposes, but without liability for the Contractor.

The source code for the software and firmware supplied must be stored in such a way that it will be made available to the Purchaser if the Contractor or his subcontractor goes into liquidation/bankruptcy/ceases trading. In this situation, the Purchaser will be entitled to make changes and modifications to the software.

13 Advertising, contact with the media and right of access (addition to Orgalime SI 14)

13.1 Advertising

If, for the purposes of advertising or some other objective, the Contractor or his subcontractors/contract associates wish(es) to provide information to the public about the assignment, beyond quoting the assignment as a general reference, this must be submitted to and approved by the Purchaser in advance.

The Contractor may not advertise its own company or engage in public relations at the building site or on advertising boards at the building site.

13.2 Contact with the media

All contact with the media shall be managed by the Purchaser.

13.3 Right of access

The Purchaser, or a party duly authorised by the Purchaser, shall have the right to inspect the Contractor's quality system and those parts of the Contractor's management systems in general (financial, external environment, HSWE etc.) and accounting systems that may be of significance to the Contractor's performance of the contract.

The right of inspection encompasses auditing and verification, including interviews, inspection, controls and documentation reviews. The Contractor must provide reasonable assistance with such access free of charge. The right of inspection is limited to three years after the last payment has taken place.

The Contractor must ensure that the Purchaser has a corresponding right of access with his direct and indirect subcontractors, sub-consultants and any contract associates, unless the contract is clearly of subordinate significance to the Contractor's ability to fulfil his obligations to the Purchaser.

14 Default of contractual obligations – consequences for later competitions (addition to Orgalime SI 14)

Breach of the duties in this contract can be recorded by the Purchaser and be considered in connection with upcoming competitions, either in the qualification phase or in the selection phase.

15 Settlement of disputes and choice of law (change to clause 78 and 79)

Disputes shall be settled through a legal process before the ordinary courts.

Oslo District Court is agreed as the venue for contracts with foreign Contractors, and Norwegian substantive law and procedural law applies for any disputes.

This agreement and the rights and obligations of the parties under this agreement shall be governed by, and construed and interpreted in accordance with, Norwegian law.

16 Foreign Contractors, import and export taxes (addition to Orgalime SI 14 and change to clause 30)

The foreign Contractor shall perform installation and assembly services which are considered locally based services within the meaning of the VAT Act, and shall therefore be the importer of the goods. The foreign Contractor is obliged to register for VAT in Norway (the VAT register) in advance of the delivery in order to be able to send invoice in accordance with Norwegian requirements. Norwegian VAT must be invoiced together with the main requirement, and not in its own invoice.

As trade terms, the INCOTERMS Delivered Duty Paid (DDP) applies. Template for customs invoice / commercial invoice, which will be communicated from the Purchaser, shall be used.

17 Cancellation of contract (addition to Orgalime SI 14)

The Purchaser can cancel the complete contract without compensation in the instances mentioned in the Norwegian Regulation on public procurement § 28-3 b) and c).

FORM 1 – PURCHASE OF GOODS, PROVISION OF SECURITY

GUARANTEE DECLARATION

Guarantee No.

The Guarantor

organisation no.

hereby provides
the Client Statsbygg
Postal address: Postboks 8106 Dep, 0032 Oslo, Norway
Office address: Biskop Gunnerus' gate 6
organisation no. 971 278 374

with a principal liability guarantee for the contractual obligations that the Supplier

.....

organisation no.

has under the contract of

for project no..... building.....

contract no..... name.....

The Guarantee shall apply to the Supplier's contractual obligations, including late payment interest and debt collection costs in the event of breach of contract during the execution and rectification periods. During the execution period the Guarantee also applies to the Supplier's liability for late completion.

The Guarantee is limited to

NOK, amounting to 10 % of the contract price, cf Orgalime SI 14 section 2 "Contract Price" for circumstances cited in relation to the supplier no later than takeover of the contract deliverables.

The Guarantee will then be reduced to

NOK, which represents 3% of the contract price for circumstances cited in relation to the Supplier during the first three years of the rectification period, see cf Statsbygg's General and Special Conditions of Contract for purchases of mechanical, electrical and electronic goods (Orgalime SI 14) section 4 and 13.

During the execution and rectification periods the Guarantee cannot exceed a total of 10% of the contract price. During the rectification period the Guarantee cannot exceed a total of 3% of the contract price.

The guarantee will apply for three years from takeover and, under any circumstances, until any claims made by the Client against the Supplier within three years of handover have been satisfied. If partial takeover have taken place, the three years will be calculated from the last takeover procedure.

The Guarantor must always be notified if the contract between the Client and Supplier is cancelled.

Under the present Guarantee the Client is not under an obligation to withhold any part of the value of the work/contract performed in connection with instalments to be paid to the Supplier/subcontractor. The Client can therefore honour instalment invoices in full.

The Guarantor's liability is not limited in any way other than what follows from the present provisions.

The Guarantor accepts Norwegian law and Norwegian jurisdiction (Oslo District Court or other venue that the Supplier has to accept) for any disputes that involve the Guarantor and relate to this contract.

...../.....20.....

.....
Bank's name/stamp Signature

FORM 2 – PURCHASE OF GOODS, INSURANCE CERTIFICATE

INSURANCE CERTIFICATE

Property insurance in accordance with section 5.1 of Statsbygg’s General and Special Conditions of Contract for purchases of mechanical, electrical and electronic goods (Orgalime SI 14)

The undersigned insurance company hereby confirms that property insurance has been taken out in accordance with section 5.1 of Statsbygg’s General and Special Conditions of Contract for purchases of mechanical, electrical and electronic goods (Orgalime SI 14) with the policy number, place of insurance, sum insured, period of insurance and terms of insurance specified below.

During the term of insurance, the insurance company may be released from its liabilities pursuant to this insurance certificate

1. by notifying STATSBYGG a minimum of 30 days prior to cessation of the insurance coverage if it is being terminated or ceasing due to other reasons.
2. by STATSBYGG receiving satisfactory insurance certificate equivalent to the existing one from the insurance company that is taking over the insurance coverage.

Policyholder:
(Supplier)

Name:.....

Address:.....

Organisation No:

Co-insured: STATSBYGG

Insurance Certificate No.

Place of insurance:

Project number and name:

Address of building:

Sum insured:

Period of insurance: The insurance will apply until all the contract deliverables have been accepted by the Client (handover).

The insurance covers: The contract deliverables that have been executed at any time.

- Materials for which the Client has paid an advance.
- Materials that the Client has entrusted to the Supplier.

Scope of the insurance cover: The insurance provides cover in accordance with the

following terms

which contain the following general exclusions:

1. Damage that is directly or indirectly connected with war, riot or serious disturbances of public order.
2. Nuclear damage – regardless of cause – from a nuclear substance, but not damage caused by radioisotopes, the use of which is permitted in law.
3. Damage caused by land subsidence or foundation failure.
4. Loss caused by pilferage, embezzlement, and theft without burglary.

Exclusions from insurance cover other than those expressly stated in the present Insurance Certificate will not be applied to STATSBYGG as co-insured.

The insurance company accepts Norwegian law and Norwegian jurisdiction (Oslo District Court or other venue that the Supplier has to accept) for any disputes that involve the insurance company and relate to this contract.

.....
Place/Date Insurance company

.....
Signature

FORM 3 – PURCHASE OF GOODS, LIABILITY INSURANCE

INSURANCE CERTIFICATE

Liability insurance in accordance with section 5.2 of Statsbygg's General and Special Conditions of Contract for purchases of mechanical, electrical and electronic goods (Orgalime SI 14)

The undersigned insurance company hereby confirms that liability insurance has been taken out in accordance with section 5.2 of Statsbygg's General and Special Conditions of Contract for purchases of mechanical, electrical and electronic goods (Orgalime SI 14) and the requirements specified below.

During the term of insurance, the insurance company may be released from its liabilities pursuant to this insurance certificate

1. by notifying STATSBYGG a minimum of 30 days prior to cessation of the insurance coverage if it is being terminated or ceasing due to other reasons.
2. by STATSBYGG receiving satisfactory insurance certificate equivalent to the existing one from the insurance company that is taking over the insurance coverage.

Policyholder

The insurance company confirms that

.....(the Supplier)
has subscribed to liability insurance.

Insurance policy no.

.....

Sum insured

The sum insured is at least NOK 15.000.000 per insurance event.

Term of the insurance

The insurance will apply until all contract work, including remedial work, has been carried out.

Scope of the insurance

A contract has been entered into between Statsbygg and the Supplier for delivery of.....

Project no.:

Address:

The insurance covers liability for personal injury or property damage that the Supplier and his subcontractors may cause to the Client or a third party in connection with performance of the contract.

Reservations

The insurance company confirms that the insurance contract does not contain provisions that:

1. reduce the Client's right to claim an insurance settlement directly from the company, or
2. may reduce the Client's claim owing to the circumstances of the insured **after** the insurance event has occurred, or
3. reduces the claimant's rights vis-à-vis the insurance company in relation to what follows from the declaratory provisions of the Norwegian Insurance Contracts Act.

The insurance company accepts Norwegian law and Norwegian jurisdiction (Oslo District Court or other venue that the Supplier has to accept) for any disputes that involve the insurance company and relate to this contract.

.....
Place/Date Insurance company

.....
Signature

FORM 4 – PURCHASES OF GOODS, BANK GUARANTEE FOR CONTRACT ADVANCES

BANK GUARANTEE FOR CONTRACT ADVANCES

Guarantee No.....

On the instructions and for the account of

.....

as Supplier, we provide Statsbygg as Client with an on demand guarantee in connection with,
under the contract of

...../..... 20 between the aforementioned parties

for project no..... building.....

contract no..... name.....,

an advance on the contract price being paid in the amount of

NOKinc. VAT

.....

Amount in words

The Guarantee applies to the Supplier's obligation to repay the advance, including default interest and debt collection costs in the event of breach of contract in relation to such repayment.

The Guarantee will apply until the advance has been settled in line with the agreement between Statsbygg and the Supplier.

The Guarantee is personal to Statsbygg AS and cannot be assigned or transferred without the Guarantor's prior written consent, which shall not be unreasonably withheld.

The Guarantor accepts Norwegian law and Norwegian jurisdiction (Oslo District Court or other venue that the Supplier has to accept) for any disputes that involve the Guarantor and relate to this contract.

...../.....20

.....

Signature