

Contract

**Framework agreement for delivery
of
chemical analysis of undesirables in feed and
seafood
Case No. 23/01002**

Between

Norwegian institute of Marine Research and

Org.No. 971 349 077



XXXXXXX

Org.No. xxx xxx xxx



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1 PARTIES TO THE CONTRACT

The following parties have entered into this contract:

(1) The Norwegian Institute of Marine Research, Org. No. 971 349 077, hereafter called the Customer

and

(2) **Xxxxxxxx**, Org. No. **xxx xxx xxx**, hereafter called the Supplier.

2 SIGNATURES

For Customer	
The Norwegian Institute of Marine Research	
Place/date	xx.xx.20xx
Signature	
Name	Xxxx xxxx
Title	Xxxxxxx

For Supplier	
[Name of supplying company]	
Place/date	xx.xx.20xx
Signature	
Name	Xxxx xxxx
Title	Xxxxxxx

3 CONTACT INFORMATION

3.1 Contact information for the Customer

Customer –The Norwegian Institute of Marine Research		
Contract manager:	Name:	Unn Myklebost
	Telephone:	911 65 027
	Email:	umy@hi.no
Technical manager:	Name:	Rita Hannisdal
	Telephone:	957 95 468
	Email:	Rita.Hannisdal@hi.no

3.2 Contact information for the Supplier

Supplier – Xxxxxx		
Contract manager:	Name:	Name of contract manager
	Telephone:	xx xx xx xx
	Email:	xxx@xxx.xx
Technical manager:	Name:	Name of expert in the department
	Telephone:	xx xx xx xx
	Email:	xxx@xxx.xx
Other (enter):	Name:	Name of expert in the department
	Telephone:	xx xx xx xx
	Email:	xxx@xxx.xx

4 PURPOSE

The purpose of the contract is to establish the parties' rights and obligations in relation to the purchase of the contract object, as described in item 5.

This contract consists of this document including all appendices in item 6.1.

5 CONTRACT OBJECT

5.1 General about the contract object

The contract applies to a framework agreement for chemical analyses of undesirables (mycotoxins, hormones, veterinary drugs, pesticides, brominated flame retardants, synthetic antioxidants, plant toxins, processed contaminants) in seafood, fish feed and feed ingredients including oils and meals.

All analyses in this framework agreement are listed in the Attachment 4 – Price and quality of methods. In the lifetime of the framework agreement there may be changes in the list of analyses, all within the same categories. The sample types include mainly sample matrices as described in Appendix 4. However, other sample matrices may also be relevant.

If any of the methods becomes available for analysis internal at IMR, they will be analysed inhouse depending on capacity.

The framework agreement duration is for 2 years with 1 + 1 + 1 optional additional years.

5.2 Technical specification

The table below shows the technical requirements made in the tender competition phase by the Customer, including the Supplier's comments from the tender.

[To be completed before contract signature]

No.	Specifications
1.	Technical specifications
1.1.	<p>Analyses category A and B</p> <p>The category A analyses are absolute requirements. It could be accepted that up to two methods cannot fulfil all requirements in Attachment 4 – Price and quality of methods form.</p> <p>The category B analyses are not absolute requirements. Degree of fulfilment of category B analyses will be part of the evaluation.</p> <p>Analysis not in compliance with the requirements may be removed from the framework agreement.</p>
1.2.	<p>Start date for the analysis</p> <p>The supplier must be able to start to perform the analysis in Attachment 4 – Price and quality of methods, within two weeks from contract signature.</p>
1.3.	<p>The number of samples</p> <p>The estimated number of samples to be analysed each year are provided in Attachment 4 – Price and quality of methods.</p> <p>The specified number of samples are based on ongoing activities in the current projects. The sample volumes may change according to project portfolio and activity within the time frame in this agreement. The samples will be shipped relatively evenly throughout the year.</p> <p>The supplier should be able to receive samples continuously throughout the year.</p>
1.4.	<p>Equipment for sampling</p> <p>If the supplier has special request for the sample equipment used prior to the analysis, these shall be sent free of charge to IMR.</p>
1.5.	<p>Shipment of samples from IMR</p> <p>Samples will be sent to the supplier in appropriate sampling containers in volumes required for the specific analysis.</p> <p>The samples will be sent wet weight/as they are (feed and feed materials), homogenized and frozen (fish and seafood) and cooled (feed and feed material).</p> <p>Samples will be sent in styrofoam boxes, with freezing elements to keep the samples frozen/cooled.</p> <p>All samples are labelled with sample identity numbers for tracing of</p>

	<p>samples.</p> <p>Costs for the shipment shall be included in the analysis price.</p>
1.6.	<p>Maximum shipment time</p> <p>The time frame for the shipment of samples from IMR to the supplier should not exceed 3 days, to avoid thawing of the samples. The samples will be sent Monday to Wednesday. The supplier will be responsible to handle/follow-up the samples through the custom clearance, if any issues arise.</p>
1.7.	<p>Shipment of samples – accompanying form</p> <p>An accompanying form will be sent with the shipment of samples. The accompanying form will provide necessary information for the laboratory to perform their analysis of samples.</p> <p>The content/layout of the form will be decided before contract signature and will be added to the contract as an attachment.</p>
1.8.	<p>Damaged samples</p> <p>The supplier must control that samples have not been damaged during the transport, and that the samples are clearly marked with all necessary information.</p> <p>If there is any doubt whether a sample has been damaged, or doubt about the identity of the sample, the supplier shall contact IMR immediately.</p>
1.9.	<p>Response time</p> <p>Response time is the time from the sample is sent from IMR, Bergen, Norway, to the results are reported and available to IMR.</p> <p>Maximum response time is 6 weeks</p> <p>Maximum response time for rapid response is 1 week.</p>
1.10.	<p>Notification on delays</p> <p>If the supplier suspects that any delay could occur in meeting the response time for the analysis, the supplier shall immediately notify the IMR technical manager of the contract by e-mail.</p>
1.11.	<p>Re-analysis</p> <p>No fee will be paid for re-analysis of samples which have not been fully analysed due to error, instrument problems or any other causes that may stop the performance of the analysis in the laboratory.</p> <p>No fee will be paid for re-analysis of samples, where the re-analysed results show results deviating with more than the method measurement uncertainty.</p>
1.12.	<p>Performance of the methods</p>

	All methods must comply with the requirements given in the Appendix 4 – Price and quality of methods.
1.13.	<p>Description of the methods</p> <p>A detailed method description should be included. This should include a description of the principle of the method, with details about the extraction solvents applied, sample clean-up (if used) and instrumentation applied.</p>
1.14.	<p>Changes in the method</p> <p>IMR should be informed prior to any changes in the method applied for the analysis. Changes in the methods, including method reference number, the principle or performance, e.g. LOD/LOQ, measurement uncertainty, or analytes, shall be informed about before the analysis.</p> <p>The information shall be forwarded and approved by the IMR technical manager before analysis.</p>
1.15.	<p>Reporting and delivery of report</p> <ul style="list-style-type: none"> • Certificate of analysis <p>The results must be sent electronically in a file format that can possibly be transferred to other formats (e.g csv).</p> <p>Mandatory information in result report:</p> <ul style="list-style-type: none"> • IMR sample identification number. • Parameters/analytes analysed • The matrix of the received sample. • Project reference • Method reference code • Method principle • Relevant parameters such as LOD/LOQ/CCα • Measurement uncertainty • Method accreditation status • Laboratory ID • For analytes where sums are needed for assessment both the sum (lower, medium and upper bound) and the individual results should be included. <p>The results should be reported in a unit preferred by the IMR</p>
1.16.	<p>Official laboratory</p> <p>The Supplier shall be an official laboratory (Regulation (EU) 2017/625).</p>

5.3 Options

The framework agreement duration is for 2 years with 1 + 1 + 1 optional additional years.

Options do not involve any obligation on the part of the Customer.

5.4 Duration

The contract applies from the date of signature on the front page for a term of 2 years, with an option for extension of the contract for 1 year at the time, up to 3 years, in total maximum 5 years. An extension of the contract should be announced in writing minimum 2 months prior to expiration of contract.

5.5 Meetings

The parties shall have an annual meeting including a startup meeting shortly after contract signature.

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

Meetings may be conducted electronically provided good audio quality.

5.6 Project organization

N/A

5.7 Subcontractors

A subcontractor is another company the Supplier has an agreement with, and which is directly involved with fulfilment of the Supplier's obligations in this contract.

The Supplier is using the following subcontractors, who are all approved by the Customer:

[To be completed before contract signature].

5.8 Language

All communication in this framework agreement shall be in Norwegian or English.

6 CONTRACT DOCUMENTS AND PRIORITY

6.1 Contract documents

The contract consists of the documents that appear in the table below.

[To be updated before contract signature]

Appendix no.	Appendix name
Attachment 1	Bidfile
Attachment 2	Changes to the delivery after signing the contract
Attachment 3	Form for sending samples

Appendix no.	Appendix name
Attachment 4	Price and quality of methods

6.2 Priority

1. This contract document has greater priority than the appendices.
2. Unless otherwise agreed, appendices with lower numbers take priority over appendices with higher numbers.
3. If completed, Appendix 2 takes priority over the other appendices.
4. In the event of conflicting priorities, special terms take priority over general terms, and newer terms take priority over older ones.

7 FRAMEWORK AGREEMENT

A framework agreement is an agreement between one or more customers, and one or more Suppliers, to establish terms and conditions for orders assigned within the framework agreement.

The terms and conditions in this contract applies both for implementation of the framework agreement and for the call-offs made.

7.1 Ordering procedure

Orders are placed in accordance with the terms of the framework agreement, without making a new announcement of the competition.

7.2 Type of framework agreement

This framework agreement is with one customer and one Supplier, with all terms laid down in the framework agreement.

8 ADMINISTRATIVE CONDITIONS

8.1 Electronic interaction

The Institute of Marine Research is using electronic invoicing and electronic commerce for call-offs on framework agreements.

8.2 List of purchases

The Supplier shall deliver a list within 1 month after expiring of each period (12 months). The list shall be delivered electronically, in a standard readable and editable format.

The list shall include totals the following for each period:

1. Volume in NOK and number of samples analyzed for each analysis
2. Number of invoices in the period and average order volume in NOK

9 PRICING AND PAYMENT TERMS

9.1 Delivery price

The agreed prices for the delivery are listed in Attachment 4 – Price and quality of methods.

9.2 Pricing terms

All prices are listed exclusive of VAT, but inclusive of customs duties, other taxes, packaging any other indirect costs.

9.2.1 Time-based compensation

If the compensation or parts of it is to be based on hours spent, an estimate of the number of hours must be specified. Any price reduction if the estimate is exceeded must be specified.

9.2.2 Expenses and travel

Expenses are only covered to the degree that is agreed. Travel and subsistence costs are to be specified separately. Travel and allowances are paid in accordance with the Government's applicable rates unless otherwise agreed. Travel time is not invoiced unless otherwise agreed.

9.2.3 Price adjustments

The prices can be adjusted to the extent that rules or decisions related to public duties or taxes are changed, affecting the Supplier's compensation or costs. Price adjustments for some other reason shall only be made if appropriate.

The prices may be adjusted to the extent that rules or administrative decisions pertaining to indirect taxes are amended in a way that affects the prices or costs of the Contractor.

9.2.4 Advance payment

N/A

9.2.5 Change of Prices

a. Time for change of prices

The prices in this contract can be changed annually. The new prices will be valid 1st January. The first price change can be made 1 January 2025.

Change of prices shall be announced by the Supplier in writing minimum 45 day prior to the price change.

If the supplier requires a meeting on the price change, this requirement must be submitted in writing no later than 7 days after receipt of notification of price controls. Such a meeting shall be held at least 30 days before the relevant regulation date.

b. Index of price change

The prices shall be changed on basis of the Norwegian KPI
<https://www.ssb.no/priser-og-prisindekser/statistikker/kpi>

Changes in exchange rates beyond what is captured by the KPI index are the supplier's risk.

Price change shall be made using the price regulation formula below.

$$P_1 = P_0 + (P_0 * ((I_1 - I_0) / I_0))$$

P_1 = The price to be paid (excluding VAT)

P_0 = Basic price (excluding VAT), ie offer price for time I_0

I_0 = Index for the time the base price is from, ie the last known index before the expiry of the tender deadline (start index). The index value was then [insert index value (to be filled in at the conclusion of the contract)]

I_1 = Index for when price change should take place

Unless otherwise agreed, the same price change applies to all services subject to the contract.

If there are changes in VAT or other charges that affect the index in a way that gives an incorrect picture of actual price development, such changes shall be taken into account at the relevant time of adjustment.

c. Effect of price change

Price adjustment will be effective for all call-offs made on or after the date of the price change.

9.2.6 Payment plan

N/A

9.2.7 Offers and promotions

Offers, promotions and similar the supplier gives in the market generally during the contract period and which are more favorable than the conditions agreed in this contract, shall automatically apply to the Customer. The Supplier is obliged to make such offers known to the Customer.

9.3 Invoicing

Invoices must be labelled with the purchase order number.

Invoicing shall occur in arrears.

Invoices shall have a 30 day payment deadline from the date of the invoice. The payment deadline may not begin prior to the completion of the delivery, and not before the approved invoices are received by the Customer. Invoices shall be designed in accordance with the Norwegian Accounting Act and its provisions. The Customer does not accept any form of invoicing fee.

Payment does not imply any kind of approval of the delivery.

The Supplier may not transfer invoices to a third-party for collection without the prior written consent of the Customer.

9.4 Invoices in Electronic Commerce Format

Norwegian suppliers must send invoices in Electronic Commerce Format (EHF).

Foreign suppliers must send invoices in PEPPOL eDelivery.

The supplier must bear any costs for delivery of electronic invoices. Invoice is linked to the Customers organization no. ((0192) 971 349 077).

10 SOCIAL AND ENVIRONMENTAL RESPONSABILITY

10.1 Environmental management

It is a goal that the environmental impact associated with public procurement is minimized. Waste prevention, reuse, efficient resource utilization and environmental management can be part of this.

The supplier's routines and qualities in environmental considerations will be the subject of the agreement period, and the supplier is obliged to work on improvement in this area

10.2 Climate and environment

It is a stated goal from the government that the public sector should implement more environmentally friendly procurements. § 5 of the Procurement Act states that procurements shall be arranged so that they contribute to reducing harmful environmental impact and promoting climate-friendly solutions, where relevant.

Supplier and Customer must continuously work on improving the contract products during the contract period, and an important element here is to emphasize products with better environmental qualities and / or longer life.

10.3 Salary and working conditions

The supplier must ensure that employees in its own organization and employees of any subcontractors used in this contract do not have worse pay and working conditions than what follows from regulations on pay and working conditions in public contracts. In areas covered by regulations on generalized collective agreements, the supplier must provide wages and working conditions in accordance with current regulations. For areas that are not covered by regulations on generalized collective agreements, the supplier must provide pay and working conditions in accordance with the current nationwide collective agreement for the industry in question. The above salary and working conditions shall apply to employees of the supplier and any subcontractors who directly contribute to fulfilling the contract.

The supplier must, on request, provide documentation about the salary and working conditions that are used in this contract by the Supplier, and third parties/subcontractors.

10.4 Social responsibility

The Supplier must respect the basic requirements of human rights and labour rights. Goods that are delivered to IMR must be produced under conditions that are consistent with the requirements specified in the ILO Fundamental Conventions.

The following conventions are the ILO Fundamental Conventions:

Main category	ILO convention	Involves / content
Prohibition against child labour	138	The minimum age for access to employment or work shall not be lower than the age upon which compulsory school attendance ends and under no circumstances may it be lower than 15 years of age.
	182	Prevention and immediate actions to abolish the worst forms of child labour
Freedom of organisation	87	Freedom of assembly and protecting the right of organisation
	98	Right to organise themselves and conduct collective bargaining
Prohibition against discrimination	100	Equal pay for male and female workers for work of equal value
	111	Discrimination in employment and occupation
Prohibition against forced labour	29	Forced labour
	105	About elimination of forced labour

10.4.1 Requirements and documentation

The supplier is obliged to comply with the stated ILO conventions (ref. The matrix above) in their own business and in the supply chain. This must be documented by:

- Self-reporting and / or
- Follow-up calls and / or
- Checking the working conditions

10.4.2 Subcontractors

If the supplier uses subcontractors to fulfill this contract, the supplier is obliged to pursue and contribute to compliance with the requirements in the supply chain.

11 THE SUPPLIER'S CONTRACT OBLIGATIONS

11.1 Product properties

The Supplier must deliver the products in accordance with the requirements in terms of type, amount, and quality, other properties and packaging as agreed upon.

The Supplier is responsible for ensuring that the products that are delivered comply with applicable regulations and requirements.

11.2 Transferring ownership rights, defective titles

Ownership rights to the contract object shall be considered transferred to the Customer upon one of the two milestones, whichever occurs first:

- The time when the Customer pays for the contract object.
- The time when the Customer approves the delivery of the contract object.

The Supplier shall deliver the products free of any third-party rights that are not described in the agreement and shall hold the Customer harmless of any type of third-party rights in relations to the products.

The Supplier shall deliver the products with the necessary approvals, user manuals, certificates and permits that are required by public authorities so that the Customer can use the products for the purpose they were procured and in the way they are meant to be used.

11.3 Subcontractors

Unless otherwise agreed by the parties, the Supplier can use subcontractors to fulfil the obligations in the contract. The Supplier shall remain fully liable for the due performance of its subcontractors as if done by the Supplier itself. The Customer reserves the right to approve or disapprove the Supplier's choice of subcontractor, if there are reasonable grounds.

11.4 Insurances

The Supplier shall provide insurance coverage for the products until the risk of accidental damage has been transferred to the Customer.

11.5 Notification obligations

If the Supplier is prevented from fulfilling their obligations in time, the Customer must be notified in writing without undue delay regarding the problem and its impact on the Supplier's ability to fulfil the contract. The notice shall specify the reason for the problem and, to the extent possible, when the deliverables can be delivered. The Supplier must be able to document when and how notification was given.

11.6 Advertising and marketing

The Supplier must obtain pre-authorization from the Customer if the Supplier wants to provide the public with information about the contract for advertising purposes or through some other means beyond publicizing the delivery as a general reference.

In marketing the contract toward the Customer and the Customer's representatives, the Supplier is required to provide an honest account of the contact's intention and content.

12 THE CUSTOMER'S CONTRACT OBLIGATIONS

12.1 General obligations

The Customer must pay the purchase price before the agreed deadline and help to facilitate the Supplier's performance of its obligations under the contract.

The Customer is responsible for having expressed the purpose of the purchase, as well as the requirements and needs, in a way that the Supplier has sufficient information to meet their contract obligations.

12.2 Notification obligations

If the Customer is prevented from fulfilling their obligations in time, the Supplier must be notified in writing without undue delay regarding the problem and its impact on the Customer's ability to fulfil the contract. The notice shall specify the reason for the problem and, to the extent possible, when the obligations can be fulfilled. The Customer must be able to document when and how notification was given.

13 THE SUPPLIERS' REMEDIES FOR BREACH OF CONTRACT

13.1 Complaints

The Supplier shall submit a written notice, without undue delay, after a breach of contract is discovered or should have been discovered.

13.2 Delayed payment

In the event of delayed payment, that is due to conditions that are within Customer's control, the Supplier is entitled to claim interest on the delayed payment pursuant to the Act of 17 December 1976, No. 100 regarding Interest on Overdue Payments, etc.

13.3 Breach of obligation to give notice

If the Supplier does not receive a notice as established in item 11.5 within a reasonable time after the Customer learned about or should have learned about the issue, the Supplier can demand compensation for losses which could have been prevented if a notification had been given in due time.

13.4 Suspended performance

The Supplier cannot withhold services because of the Customer's breach of contract. This does not apply if the breach is material.

13.5 Compensation

The Supplier can demand compensation for losses suffered as result of the Customer's breach of contract, to the extent that the Customer does not prove that the breach was caused by the grounds for suspension listed in item 15 or the Customer demonstrates that it is not responsible for the breach of contract or the reason for the breach of contract, i.e. the breach of contract is due to conditions that otherwise cannot be attributed to the Customer.

The compensation shall cover the Customer's direct losses. Indirect losses, as specified in Act of 13 May 1988, No. 27 on Sales of Goods, Section 67 (2) are not covered.

Compensation is limited to the total compensation as per the contract (the contract price), excluding VAT.

In case of gross negligence or wilful misconduct of the Customer, the said limitations on damages do not apply.

13.6 Cancellation

13.6.1 Right to cancellation

The Supplier can cancel the contract effective immediately if the Customer materially breaches its obligations.

13.6.2 Termination settlement

If the contract is cancelled, the Customer's rights to the contract object cease.

The Supplier may demand that contributions that have been delivered shall be returned or voided or properly removed after cancellation. The Supplier must cover the cost for this.

The Supplier is entitled to compensation from the Customer to the extent to which and for as long as the Customer is using the delivery. Delayed payment interest as well as compensation for losses that were not considered will also be covered by the compensation.

If the Customer has the right to use the product or service delivered after cancellation, the Supplier can make a claim for collateral as a part of their demand for compensation for use.

13.6.3 Expected breach

If, after the signing of this Contract, it appears, based on the behaviour of the Customer, a serious decline in the Customer's credit worthiness or in the Customer's ability to fulfil the contract, that the Customer will not be able to fulfil a significant portion of its obligations, the Supplier can cancel their fulfilment of the contract and hold their contribution back.

If the expected breach of contract is material, the right to cancel the Contract can be invoked prior to the time of fulfilment.

14 THE CUSTOMER'S REMEDIES FOR BREACH OF CONTRACT

14.1 Period for notification of defects

If the Customer wishes to demand a remedy for a breach of contract, the Supplier must be notified in writing regarding the deficiency without undue delay after the Customer has discovered or should have discovered the defect.

14.2 Breach of obligation to give notice

If the Customer does not receive a notice as indicated in item 9.5 within a reasonable time after the Supplier learned of or should have learned of the issue, the Customer can demand compensation for losses that could have been prevented if notification had been given in due time.

14.3 Withholding payment

In case of breach of contract on the part of the Supplier, the Customer may withhold payment, although the amount withheld shall not be obviously higher than what is required to safeguard the Customer's claim resulting from the breach of contract.

14.4 Liquidated damages

If the agreed date of delivery, or other time limit in respect of which the parties have stipulated liquidated damages, is not complied with, there is a delay on the part of the Supplier that triggers liquidated damages.

In the event of a delay, liquidated damages accrue automatically. The liquidated damages constitutes 1% of the total consideration payable for the deliverables (the contract price) excluding VAT for each work day that the delay lasts, but limited to a maximum of 20 days. This time limit, however, does not apply if the breach of contract is caused by gross negligence or willful misconduct of the Supplier, or anyone for whom it is responsible. Regardless, the liquidated damages are a minimum of NOK 1000.00 per day.

If the liquidated damages does not cover the Customer's documented direct losses as a result of the delay, the Customer can seek compensation for the additional amount.

14.5 Compensation

The Customer can demand compensation for losses suffered as a result of the Supplier's breach of contract, to the extent that the Supplier does not prove that the breach was caused by the grounds for suspension listed in item 15 or the Supplier demonstrates that it is not responsible for the breach of contract or the reason for the breach of contract, i.e. the breach of contract is due to conditions that otherwise cannot be attributed to the Supplier.

The compensation shall cover the Customer's direct losses. Indirect losses as specified in the Sale of Goods Act § 67, second paragraph are not covered.

Compensation is limited to the total compensation as per the contract (the contract price), excluding VAT. In case of gross negligence or willful misconduct of the Supplier, the said limitations on damages do not apply.

14.6 Cancellation

14.6.1 Right to cancellation

The Customer can cancel the contract effective immediately if the Supplier materially breaches its obligations.

If liquidated damages are accruing, the Customer cannot cancel the agreement. This does not apply if the breach of contract is caused by gross negligence or willful misconduct of the Supplier, or anyone for whom it is responsible. This also does not apply if the value of the contract object is significantly reduced as a result of the delay.

The Customer can cancel the contract effective immediately if there is a delay that lasts longer than the maximum limit of the liquidated damages.

Defective titles are a considered a material breach of contract.

Bankruptcy, debt settlement or similar proceedings against the Supplier entitle the Customer to cancel the contract.

14.6.2 Replacement purchase upon calculation

Upon cancellation, the Customer is entitled to make a replacement purchase within a reasonable time after the cancellation. The Customer has a right to compensation for the difference between the contract price and the price of the replacement, in addition to other compensation under this contract.

14.6.3 Expected breach

If, after the signing of this Contract, it appears, based on the behavior of the Supplier, or a serious decline in the Supplier's credit worthiness or in the Supplier's ability to fulfil the contract, that the Supplier will not be able to fulfil a significant portion of its obligations, the Customer can cancel the contract and withhold further payment.

If the expected breach of contract is material, the right to cancel the Contract can be invoked prior to the time of fulfilment.

14.6.4 Breach of rules regarding advertising and marketing

Breaking the rules regarding advertising is considered a material breach of contract and means that the Customer can cancel the contract immediately.

If the Customer provides written warning to stop violating the rules regarding advertising, marketing, etc. the Customer can demand liquidated damages according to item 12.4 from when the warning is issued until the Supplier has stopped violating the rules. The Customer's right to demand liquidated damages for this type of behavior does not limit the right of the Customer to cancel the contract.

14.6.5 Other remedies for breach of contract

Other remedies for breach of contract are listed in the general rules in the Sales of Goods Act of 13 May 1988, No. 27.

15 WARRANTY

The Supplier undertakes responsibility for errors and defects that must be notified upon the first 24 months after the delivery of the Contract Object. For partial deliveries, the deadline is calculated from the time when the entire delivery is complete, installed and ready for use. During this warranty period, the Supplier shall replace defective parts or repair the delivery as soon as possible and at their own cost so that the delivery is free of defects and errors of any kind. The warranty period shall also not be shorter than what is generally accepted for the goods and/or industry concerned.

The provisions here do not limit the Customer's ability to demand sanctions for defects.

16 RISK

The risk of damages that occur to the contract object due to an accidental occurrence is transferred to the Customer upon the actual delivery.

17 SUSPENSIONS DUE TO FORCE MAJEURE

If an extraordinary situation arises that is beyond the control of the parties, which makes fulfilment of the obligations pursuant to this agreement impossible, and this situation is deemed to be force majeure under Norwegian law, then the other party shall be notified without undue delay. The obligations of the affected party are suspended for as long as the extraordinary situation continues. The other party's obligations in return are suspended for the same period.

In force majeure situations, the other party may only terminate the agreement with the consent of the party affected or if the situation lasts or is expected to last for more than 30 calendar days calculated from the date the situation arose, and then only with 14 days' notice. Each of the parties covers their own costs connected with terminating the contractual relationship. The Customer pays the agreed price for the part of the delivery that was contractually delivered prior to the agreement terminating. Other claims because of terminating the agreement under this provision cannot be set forth.

18 TRANSFERRING RIGHTS AND OBLIGATIONS

The parties cannot transfer their rights or obligations under this contract to a third party without the advance, written consent of the other party. Consent may not be denied without a valid reason.

If the Supplier merges or splits apart, the Customer is entitled to cancel the contract immediately.

19 CHANGE

If one of the parties, after entering into the contract, needs to change the requirements for the contract object or the compensation, schedules or other assumptions in the contract in such a way that the nature or scope of the contract will be changed, the other party can request a change agreement. The demand for changes shall be considered as a tender that requires the other party's acceptance.

Changes to the contract must be made in writing, and must be signed by the parties. Changes are entered continuously in Appendix 2 and each change is given a unique number (change agreement number).

20 CONFIDENTIALITY

Information that one party becomes aware of in connection with the contract and the implementation of the contract must be treated with confidentiality and must not be made available to outside parties without the written consent of the other party.

The duty of confidentiality applies to the parties' employees, subcontractors and third parties who are acting on behalf of a party in connection with implementing the Contract. The duty of confidentiality also applies after the termination of the agreement.

The Customer is bound by the provisions of the Norwegian Public Administration Act of 10 February 1967 and the Norwegian Freedom of Information Act of 19 June 2006.

21 DISPUTES

21.1 Choice of law and jurisdiction

The parties' rights and obligations under this agreement shall in their entirety be governed by Norwegian law. The Bergen district court is the venue for disputes arising under the contract.

21.2 Negotiations

If there is a dispute regarding the rights and obligations of the parties during or in connection with this contract, the parties shall first seek to reach an agreement through negotiations.

21.3 Legal proceedings or the use of an arbitration tribunal

If negotiations do not succeed within the agreed period, at the latest within 4 weeks after the first negotiation meeting, the dispute shall be resolved with final effect before the Norwegian courts of law.

The parties can alternatively jointly agree that the dispute is to be conclusively resolved by an arbitration tribunal in Norway according to the regular provisions of the Norwegian Arbitration Act of 14 May 2004, No. 25.