



Appendix no. 5: PURCHASING TERMS AND CONDITIONS FOR DELIVERY OF CONSUMABLE ITEMS FOR NEXT GENERATION SEQUENCING/MASSIVE PARALLEL SEQUENCING INSTRUMENT.

1 General

These purchasing terms and conditions apply for deliveries of consumable items to Universitetssykehuset Nord-Norge HF, hereinafter referred to as UNN.

Any possible deviating delivery terms and conditions are without effect for the delivery unless UNN has approved them in writing.

2 Scope of the agreement

The agreement concerns delivery of consumable items, reagents, kit and matrices to UNN as specified in further detail in this agreement's appendix no.: _____ (to be filled in upon entry into contract).

UNN is not obligated to purchase a definite quantity of consumable items, reagents, kit or matrices. It is UNN's needs that will always determine the quantities.

The supplier is obligated to be able to deliver consumable items, reagents, kit and matrices for up to 5 years, which corresponds to the economic lifespan of the equipment.

3 Prices, etc.

The prices are to be regarded as being fixed.

The prices shall be net prices in Norwegian kroner and excluding VAT, but include packaging, tolls, taxes and other fees. Implicit in this is that the given prices must contain all the expenses connected with the delivery.

If the provisions for taxes and duties are altered in a manner that affects the price, then such must, by agreement, be changed correspondingly. Changes must be documented. The purchaser will not pay for services and quantities beyond what the order encompasses without such as well as the price for them having been approved in writing by the purchaser.

The supplier may demand changes to the prices as at 1 January of each year, corresponding to changes in Statistics Norway's consumer price index (the main index) with a point of departure in the index for the month during which the agreement was entered into.

Price changes may also be accepted when changes in raw materials, currency prices or currency adjustments of +/- 4 % can be documented.

The prices may not, regardless, be changed before after 1 July 2015, and not more often than 12 months thereafter. Any possible price adjustment will occur with 30 days notice and only first go into effect when we have approved the price change. When a price change has been accepted, the supplier shall provide an updated pricelist.

4 Delivery

The delivery terms and conditions are DDP - Delivered Duty Paid, with respect to Incoterms 2000. In other words the supplier assumes all obligations, be it expenses or risks, completely up to the purchaser's specified receiving location.

Delivery shall be deemed to have occurred when the goods have been received for approval, at the agreed location. Upon delivery, the goods shall be accompanied by the necessary instructions/declarations for use and maintenance, and other documentation that might be agreed



and specified in the order. The documentation must be in Norwegian if nothing to the contrary is agreed.

The purchaser is obligated to check without undue delay after receipt of a delivery that it is in accordance with the order. If the delivery or parts of it are found to suffer from significant deficiencies, the purchaser has the right to reject the deficient item(s) by immediately giving the supplier written notification of such. Delivery is deemed to not have occurred for the rejected part of the delivery

The supplier is obligated to do what can be done in order to deliver at the proper time. If the supplier understands or has grounds to presume that delivery will be delayed, written notification must be given immediately to the purchaser concerning the presumed duration and with a justification for the delay. Nor may a delivery occur earlier than agreed unless the purchaser gives written permission for such.

For delays that are not due to the purchaser or which cannot be attributed to force majeure (grounds for exemption), the purchaser may demand that his additional costs in consequence of the delay be covered, including all costs that accrue from sending test materials to another laboratory for analysis.

If the purchaser cannot receive the goods ordered at the agreed time, the purchaser must immediately inform the supplier in writing with notification of what the supplier should do. The purchaser will pay for the goods ordered as originally stipulated, and also cover the additional costs the supplier might incur in consequence of such a delay, if the supplier has proceeded in a reasonable manner.

The following circumstances shall be regarded as force majeure if they arise after the agreement has been entered into and impede its fulfilment: War, insurrection or internal disturbances, decisions by public authorities, natural disasters, interruptions in the public electrical power supply or in normal transport, significant labour conflicts, fire or other circumstance of a similar nature and comprehensive significance. Delivery clauses, etc. must be interpreted in relation to the provisions of the Norwegian Sale of Goods Act and in general with respect to "Incoterms 2000", issued by the International Chamber of Commerce.

If delivery does not occur as stipulated in this agreement, UNN may undertake covering purchases at the supplier's expense.

5 Payment

Payment shall occur within 30 days after both the delivery as well as invoices with agreed vouchers have been received, and if no other payment terms have been agreed. Payment does not imply approval of the delivery. If amounts due are not paid on time, applicable penalty interest will be paid with respect to the Norwegian Act relating to Interest on Overdue Payments of 17 December 1976. Suppliers who transfer invoices to third parties for collection continue to remain liable to the purchaser for any possible complaints or recourse claims.

Invoices, separately for each shipment, must be addressed and sent to the following invoicing address:

Universitetssykehuset Nord-Norge HF
C/O Fakturamottak
P.O. Box 4220, Vika
Mo i Rana
Norway



In order to ensure on-time payment (30 day's credit) we must have received and approved the delivery as well as have received the invoice at the latest 4 days after the invoice date.

If when invoicing no numbered order exists, the name of who has ordered the goods must be stated as well as where such were delivered.

The tenderer's business registration number must appear clearly on the invoice, and the invoice must be formulated such that it is legible.

No invoicing fee shall be charged.

Advance payments will not be made.

6 Quality

The supplier is responsible for the goods and services that are delivered being in accordance with the order. The purchaser has, at its own expense and at all times, the right to inspect and check that such is occurring. If a delivery of a part of it does not satisfy the requirements and conditions the order imposes, the purchaser may reject or discard it or parts of it. The purchaser's quality control and approval do not release the supplier from the obligations the supplier has incurred with respect to the order. A lack of quality assurance on the part of the purchaser causes no reduction in his rights.

7 User training and service

The supplier is obligated to carry out user training to the degree that UNN believes that it is necessary for the correct use of the products.

The supplier is obligated to perform user training to the degree that such is required, or to the degree that UNN believes that it is necessary, based upon the most possible professional and economically correct use of the products.

The duties under this point will be given at no cost to UNN.

8 Advertising, product information and co-operation

The supplier must procure prior approval from the purchaser if the supplier wishes for advertising purposes or in some other manner to make public information about the order beyond mentioning the delivery as a general reference. As soon as the agreement has been entered into, the supplier becomes obligated to provide necessary information to the users.

Electronic product catalogues will be delivered at no cost to UNN, to the attention of the person responsible for purchasing, if such can be produced. Product data sheets will be delivered, without needing to be explicitly requested, to the users along with the delivery of the goods.

9 Statistics

The supplier must, without needing to be explicitly requested, send out statistics on the orders. For the first time for a period of 12 months from when the contract was entered into, and subsequently for each calendar year.

The statistics must be delivered before the middle of January each year to the Purchasing Section at UNN. The statistics will be sent to the following E-mail address: innkjop@unn.no.



The statistics must contain an overview of the purchases with quantities of units, with associated values in Norwegian kroner excl. VAT, of the products that are encompassed by this agreement.

10 Liability for defects and omissions

If there are defects or omissions in the delivery of goods, the claims must be made as soon as possible and without undue delay.

For erroneous deliveries, UNN shall determine whether redelivery should be performed or whether the delivery can be approved with a price deduction. Any possible redelivery must occur at the supplier's expense. The Norwegian Sale of Goods Act applies in general.

11 Precedence of documents

If the tendering instructions with their accompanying appendixes and the supplier's offer contain provisions that contradict each other, the documents shall have precedence in this order:

1. Tendering instructions with all appendixes
2. The supplier's offer.

12 Disputes

If disputes arise in connection with the order, the matter must be sought to be resolved by negotiations. If the negotiations do not succeed, the matter shall be resolved by the ordinary courts, unless the parties are in agreement on bringing the case to arbitration for resolution. That a dispute has been brought before a court or for arbitration does not in itself release the parties from fulfilling their obligations pursuant to the order. If nothing to the contrary is stated in the order, Norwegian law shall be used as a basis for resolving disputes. The District Court that is located nearest to UNN will be the venue if the parties cannot agree on a different place.

13 Termination

In the event of a significant breach of the agreement, it may be terminated by UNN with immediate effect.

The agreement may be terminated by UNN with prior notice of 3 months if significant changes occur in the operation that force a change to the content of the agreement.