



**NIBIO**

NORSK INSTITUTT FOR  
BIOØKONOMI

# FRAMEWORK AGREEMENT

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**An agreement governing**  
(designation of the procurement)

**has been concluded by:**

(hereafter referred to as the Contractor)

**and**

**NIBIO (Org. Nr. 988 983 837)**

(hereafter referred to as the Customer)

(Name of the Customer)

(Name of the Contractor)

\_\_\_\_\_  
Date and Signature of the Customer

\_\_\_\_\_  
Date and Signature of the Contractor

The Agreement is signed in two copies; one for each party

**Address(es) for delivery and installation**

\_\_\_\_\_ Norway \_\_\_\_\_

**Communications**

All communications regarding this Agreement are to be addressed to:

Technical contact on the part of the  
Customer:

Name: Øistein Johansen

Position: Senior Consultant

Telephone: +47 91567783

E-mail: oistein.johansen@nibio.no

On the part of the Contractor:

Name

Position

Telephone

E-mail

Mercantile contact on the part of the  
Customer:

Name: Børge Jensen

Position: Head of procurement

Telephone: +47 90505014

E-mail: borge.jensen@nibio.no

## General Purchase Conditions Goods

This Agreement is governed by the following documents:

- General purchase conditions goods (this document)
- Appendix 1 Buyers published demand specification
- Appendix 2 Supplier's offer

If the contract contains provisions that contradict one another, the documents shall apply in the order as above.

### 1 Application

- 1.1 This framework agreement apply for purchase of goods for NIBIO.
- 1.2 The Supplier is the addressee of the order or/and the party an agreement is entered into with.
- 1.3 Any deviating contract/delivery terms are ineffective concerning the delivery unless the Buyer has accepted these in writing.

### 2 Price and payment terms

- 2.1 The price is to be agreed in advance by the parties. The price includes all costs and expences. The price is quoted excl. VAT.
- 2.2 Invoicing shall be done with payment each 30 days. The term of payment shall not accrue before delivery is made and approved invoice have been received.
- 2.3 Approved invoice is an invoice which makes it possible for the Buyer to control that what is invoiced is received and otherwise in accordance with what is agreed. Invoice fees, late fees and other fees are not admitted. If invoiced based on hours, the hours are to be specified.
- 2.4 If the Buyer fails to pay at the agreed time, the Supplier shall be entitled to claim interest on any overdue amount, pursuant to the Act of 17 December 1976 No. 100 relating to Interest on Overdue Payments, etc. (the Late Payment Interest Act).
- 2.5 The Supplier cannot transfer invoices to a third party without the prior consent of the Buyer.
- 2.6 Invoice: The Supplier is to deliver an electronic invoice on the format called Electronic Trade Format, which is based on the European standard. (EHF). If the supplier cannot deliver EHF, NIBIO prefer to receive the invoice as a PDF-file on email. The Supplier can send the PDF-file to [faktura@NIBIO.no](mailto:faktura@NIBIO.no) . If none of the above is possible, the invoice can be sent as normal mail to Fakturamottak NIBIO, Frederik A Dahls vei 20, 1430 Ås, Norway.  
**Mark the invoice with the Tender case number, 2015/361**

### 3 Duration of the contract

Duration of the contract is two (2) years from the date of signature, with option for extension for 2 + 2 years. Extension of the contract will be activated automatically, unless the customer in writing notifies the supplier 60 days before the expiry date.

### 4 Delivery

- 4.1 Delivery is to be done DDU (Incoterms 2010) at the agreed place at the agreed time.
- 4.2 Delivery is considered done when the goods have arrived at the agreed place. The delivery is to be accompanied by packing list which is to be signed by the Buyer for delivery to be considered done.
- 4.3 At delivery product sheets and other relevant documentation shall be present in Norwegian for all goods constituting a part of the delivery, when this is required.

## **5 Suppliers contractual obligations**

### 5.1 The goods' quality

- 5.1.1 The Supplier shall deliver the goods in accordance with the requirements agreed concerning character, quantity, quality, other qualities and packaging.
- 5.1.2 The Supplier is responsible that the goods delivered are in accordance with prevailing regulations and acceptance requirements.

### 5.2 Warranty

- 5.2.1 The Supplier undertakes liability for faults and defects that had to be demonstrated at delivery for the first 24 months after the delivery is received. For partial deliveries the deadline is considered from the delivery is fully installed and ready for use. The Supplier must in this warranty time as soon as possible and for own cost replace defective parts or repair the delivery so that it is free from faults and defects of any kind. The warranty period shall not be shorter than normal practice for the particular product or industry.
- 5.2.2 This provision does not limit the Buyers right to promote defect justifications.

### 5.3 Right of ownership, defects in title

- 5.3.1 The ownership of the Contract Object shall be transferred to the Buyer at the following two points in time that first occur
  - a. The time at which the Buyer pays for the Contract Object.
  - b. The time at which the Buyer approves the delivery of the Contract Object.
- 5.3.2 The Supplier shall deliver the goods free of any third party claims that are not described in the Contract and shall indemnify the Buyer from any form of third party claims relating to the goods.
- 5.3.3 The Supplier shall deliver the Contract Object with the necessary approvals, certificates and permits that are required by public bodies in order for the Buyer to utilise the Contract Object in the manner that it is intended to use.

### 5.4 Transfer of documents

Where the Contract object is represented by documents, these shall be delivered together with the goods.

### 5.5 Subcontractors

Unless otherwise agreed, the Supplier can use subcontractors to fulfil his obligations under this contract. The Supplier is nevertheless responsible for the fulfilment of the entire delivery. The Buyer is entitled to disallow the choice of subcontractors if justifiable grounds.

### 5.6 Insurance

The Supplier shall maintain insurance for the goods until the risk is transferred to the Buyer.

### 5.7 Notification obligation

If the Supplier is hindered in fulfilling his obligations at the correct time, he shall without undue delay notify the Buyer of the impediment and its effect on fulfilling the Contract. The Suppliers shall be able to document when and how such notifications were given.

## **6 Buyer's remedies for breach of contract**

## 6.1 Limitation period

- 6.1.1 If the Buyer wishes to make a claim for breach of Contract, he must notify the Supplier in writing about the defect within a reasonable time after he discovered or should have discovered the defect.
- 6.1.2 If the Buyer does not submit a claim within three - 3 – years after delivery, he cannot later make a claim for that defect. This does not apply if the Supplier through a warranty or other agreement has assumed liability for defects for a longer period.
- 6.1.3 The Buyer may in any case take legal action on the defect, if the Supplier has shown gross negligence or otherwise behaved contrary to integrity and good faith.

## 6.2 Breach of notification obligation

If the Buyer does not receive notification as stipulated in clause 4.7 within a reasonable time after the Supplier knew or should have known about the impediment, the Buyer can demand compensation for loss that could have been avoided if he had received notification within the time limit.

## 6.3 Withholding of payment

If the Buyer has claims resulting from the Supplier's breach of contract, the Buyer is entitled to withhold as much of the purchase price as a breach appears to constitute of the total compensation.

## 6.4 Penalties

- 6.4.1 If the Supplier does not meet deadlines as agreed, the delay constitutes grounds for day fines. Day fines will start to accrue automatically in the event of overdue delivery.
- 6.4.2 Day fines constitute 1% of the compensation excl. VAT for the part of the delivery that is affected by the delay per work day, limited to 20 – twenty – work days. The day fine constitutes in any case a minimum of NOK 1000 per day.
- 6.4.3 The Buyer cannot rescind the Contract while a day fine is running. This does not apply if the Supplier or someone he is liable for has shown gross negligence or otherwise behaved contrary to integrity and good faith.
- 6.4.4 If the day fine does not cover the Buyer's documented direct losses incurred by the delay, the Buyer can claim compensation for the excess amount.

## 6.5 Substitute purchase at rescission

At rescission, the Buyer has the right to conduct a substitute purchase in a reasonable manner and within a reasonable time after rescission. In the event of a claim for compensation, the Buyer is entitled to compensation for the difference between the agreed price and the substitute transaction, in addition to other compensation pursuant to this Contract.

## 6.6 Other remedies

Other remedies follow from the Act of 13 May 1988 no. 27 on The Sale of Goods ("kjøpsloven").

# 7 Buyer's contractual obligations

## 7.1 General obligations

The Buyer shall:

- a. Pay the agreed price;
- b. Contribute to the Supplier's performance and delivery; and
- c. Be responsible for clarity with regard to the Supplier with respect to the purpose of the purchase and the Buyer's requirements and needs.

## 7.2 Examination obligations

- 7.3 The Buyer undertakes as soon as possible under the conditions after delivery to examine the Contract Object in accordance with good practice.

Notification obligation

If the Buyer is prevented in meeting his obligations at the correct time, he shall without undue delay notify the Supplier of the impediment and its potential effect on fulfilling the Contract. The Buyer shall be able to document when and how such notification was given.

## **8 Supplier's remedies for breach of contract**

### **8.1 Breach of notification obligation**

If the Supplier does not receive notification as stipulated in clause 6.3 within reasonable time after the Supplier knew or should have known about the impediment, the Buyer can demand compensation for loss that could have been avoided if he had received notification within the time limit.

### **8.2 Supplier's right to withhold**

The Supplier is not entitled to withhold performances as a consequence of the Buyer's breach of contract. This does not apply if the breach is substantial.

### **8.3 Other remedies**

Other remedies follow from the Act of 13 May 1988 no. 27 on The Sale of Goods ("kjøpsloven").

## **9 Suspension regulations (force majeure)**

9.1 The Parties' obligations under this contract can be suspended in cases in which impediments occur outside the control of the affected party, which he could not reasonably be expected to have considered at the time of signing the contract or avoided overcoming the consequences of in relation to fulfilling one or more of the contractual obligations.

9.2 Suspension is conditional on the affected party without undue delay notifying the other party of the impediment and that the obligations thereof are suspended.

## **10 Transfer of rights and obligations**

The Parties cannot transfer the rights or obligations governed by this Contract to a third party without the written prior consent of the other Party. Consent cannot be refused without justifiable grounds. If the Supplier merges or demerges the Buyer has the right to rescind the Contract immediately.

## **11 Advertisements**

The Supplier must overtake advanced approval from the Buyer if the Supplier for advertisement purpose or in other way wishes to give the public information about the Contract beyond providing the delivery as overall reference.

## **12 Disputes**

13 If disputes are to occur over the interpretation or legal effects of these general terms, the dispute shall be endeavoured resolved through negotiations. If negotiations have not produced a result within four weeks - 4 – weeks, after the first negotiation meeting, the dispute shall be solved by the normal courts of law. The Supplier's court of domicile is the court of law for disputes arising from this Contract. The same applies to underwriters.