

# Form of contract for purchase of goods

Contract reference:

For the Buyer: \_\_\_\_\_

For the Supplier: \_\_\_\_\_

# Form of contract for purchase of goods

Contract of engagement between:

Nofima AS

(henceforth referred to as Buyer)

and

(henceforth referred to as Supplier)

For Buyer/Purchaser:	For Supplier/Contractor:
xx, __. __. 2018 _____	xx, __. __. 2018 _____

## Written inquiries in relation to the contract

All written inquiries regarding this contract shall be sent to the following addresses:

*Inquiries to the Buyer:*

Nofima AS,  
Postboks 6122,  
9291 Tromsø

*Inquiries to the Supplier:*

xxxx  
xxxx  
xxxx

For the Buyer: \_\_\_\_\_

For the Supplier: \_\_\_\_\_

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## **1 PRICE ETC**

- 1.1 Unless otherwise agreed, the price is fixed according to the quotation (no. xxxx) (hereafter referred to as quotation), and exclusive of value-added tax, but inclusive of packaging and other terms as stated in the quotation (Pos. xx and xx page x), customs duty, environmental and other taxes and duties. If tax or duty regulations are altered in a way which effecting the price, the price shall be changed accordingly.
- 1.2 The Purchaser shall not pay for services rendered or merchandise supplied beyond what is specified in the quotation, except when such additional services and deliveries and their prices have been approved by the Purchaser in writing.

## **2 DELIVERY**

- 2.1 Delivery shall be considered to have taken place when the goods have been received at the agreed place of delivery. The delivery shall include all necessary instructions for operation and maintenance, as well as all other documentations agreed on and specified in the quotation. Unless otherwise agreed, the documentation shall be in English. On reception the Purchaser is obliged to control without undue delay that the delivery is in accordance with the quotation. If the delivery or part thereof is found to suffer from a substantial defect, the Purchaser shall have the right to reject the delivery or the defective part or parts by an immediate written notice to the Contractor. Any rejected part of the delivery will be considered as not delivered. If the defective part of the delivery is not rejected, the provisions of article 6 shall apply.
- 2.2 The Contractor is obliged to do everything in his power to deliver on time. If the Contractor realizes, or has reason to believe the delivery will be delayed, he shall immediately notify the Purchaser in writing of the estimated duration of the delay and state its reason.
- 2.3 In the event of a delay in delivery which is not caused by the Purchaser and which cannot be attributed to "force majeure", the Purchaser shall impose a time penalty (liquidated damages), without any obligation to prove that any loss has been incurred. Unless otherwise agreed, the time penalty shall amount to 1 – one – per thousand per working day after the agreed date of delivery, calculated on that part of the agreed price which concerns the part of the delivery that cannot be put into use as intended as a result of the delay. In this connection, "price" shall be understood to mean the basic price with all agreed extras and discounts. Unless otherwise agreed, the time penalty shall be limited to 10 % of that part of the price which concerns the part of the delivery that cannot be put into use as intended.
- 2.4 If the Purchaser is unable to receive the ordered merchandise at the agreed time, he shall immediately notify the Contractor in writing, stating how the Contractor should proceed in the circumstances.

The Purchaser shall pay for the ordered merchandise as originally agreed, and shall in addition cover any extra costs incurred by the Contractor as a result of the delay, provided that the Contractor has acted reasonably.

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- 2.5 The following circumstances shall be considered "force majeure", and thus reason for exemption, when they occur after the signing of the agreement and hinder its fulfilment:

War, rebellion or national unrest, decisions by public authorities, natural disasters, interruptions in the public electricity supply or in general transport and communications, major industrial disputes and fires, and other circumstances of a similar nature and or consequence to the order.

- 2.6 Delivery clause shall be interpreted according to the Norwegian law of the sale of goods and further in accordance with "Incoterms 1980", published by the International Chamber of Commerce.

### **3 PAYMENT**

- 3.1 Payment shall take place no later than 30 days after the complete installation of the Instrument.
- 3.2 If payments are not made when due, penalty interest shall be paid according to the current rate, in accordance with the Act of 17 December 1976 relating to Interest on Overdue Payments etc.
- 3.3 Contractors who transfer invoices to a third party for collection shall still be responsible to the Purchaser in the event of a complaint or recourse claim.

### **4 QUALITY**

- 4.1 The Contractor is responsible for ensuring the delivered goods and services are in accordance with the contract. The Purchaser shall have the right to carry out inspections and checks to verify this at his own expense and after reasonable notice.
- 4.2 If a delivery or part thereof does not meet the requirements and conditions laid down in the contract, the Purchaser shall have the right to turn down or reject the delivery or part of it. Quality control and approval by the Purchaser shall not discharge the Contractor of the obligations undertaken by him according to the quotation. Failure by the Purchaser to initiate or carry out quality control shall in no manner whatsoever reduce his rights.

### **5 ADVERTISING**

- 5.1 The Contractor must obtain permission from the Purchaser in advance if he desires to disclose information about the contract to the public, for advertising purposes or otherwise, beyond citing the delivery as a general reference.

### **6 RESPONSIBILITY FOR FAULTS AND DEFECTS**

- 6.1 Unless otherwise agreed in the contract, the Contractor undertakes for the first 12 months after full installation, the responsibility for all faults and defects detected in the delivered goods. During this warranty period the Contractor shall, as quickly as possible and at his own expense, replace units free of faults and defects of any sort. The said warranty period shall, however, never be shorter than usually applies to the product in question when in regular Production for free sale.

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- 6.2 For replaced or repaired parts in accordance with article 6.1, the Contractor undertakes the same responsibility as for the original goods, counted from the date of the replacement or repair. However, the Contractor's responsibility under this article shall not extend beyond 24 months from completion of the first warranty repair or replacement of the part in question.
- 6.3 If after a reasonable period of time the Contractor has not taken the necessary steps to correct the defect, the Purchaser shall have the right to cancel the purchase if the defect substantially affects the fulfilment of the agreement. If the agreement is not cancelled, or the defects, not of a substantial nature, the Purchaser shall have the right either to have the defect corrected at the Contractor's expense and risk or to demand a price reduction.

## **7 PRECEDENCE OF DOCUMENTS**

The order of precedence is:

- 1) The invitation to tender/request for offers with conditions and specifications.
- 2) The tender/offer.

In the event that the documents within one of the categories above (category 1 Invitation to tender, category 2 tender/offer) contain mutually contradictory provisions, their order of precedence within each category shall be as follows:

- General purchase provisions.
- Technical specifications, if any.
- Drawings, if any.

## **8 DISPUTES**

The parties shall try to solve by negotiations any disputes that arise in connection with the contract. In the event that it proves impossible to solve the dispute by negotiations, it shall be brought before the courts, unless the parties agree on arbitration. The fact that a dispute has been brought before a court or referred to arbitration does not in itself relieve the parties of their obligations as laid down in the contract. Unless otherwise agreed in the contract, the laws and jurisprudence of Norway shall form the basis for the settlement of disputes. The City Court of Bergen shall be the venue unless otherwise agreed.

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