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The general contract provisions are as set out in the Norwegian Sale of Goods Act of 13 May 1988 (Act No. 27) with the clarifications and amendments stated below.

GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to deliveries where Statsbygg is the Client.

By entering into the contract, the Supplier has agreed to these terms and conditions. The Supplier's own terms and conditions that may be enclosed with delivery notes, order confirmations, or invoices shall not apply, unless they do not conflict with these General Terms and Conditions for the purchase of goods and have been specifically and expressly accepted in writing by Statsbygg.

GENERAL OBLIGATIONS OF THE SUPPLIER

The Supplier may not use subcontractors without the Client's written consent. Such consent does not exempt the Supplier from obligations under the Contract.

ORDERS

Orders shall be placed in writing. The Client's order shall be confirmed in writing without undue delay.

CHANGES

The Client has the right to require the Supplier to make changes to the deliverables. The change must be related to what the Contract covers and must not be of a substantially different nature. The change may include the addition of new deliverables or the reduction of the originally agreed scope/amount.

CANCELLATION

The Client reserves the right to cancel all or parts of the deliverables covered by the Contract between the Client and the Supplier.

The cancellation must be made in writing as early as possible. In the event of cancellation, the Supplier is entitled to compensation for the documented financial loss that the Supplier has suffered as a result of cancellation.

TERMS AND CONDITIONS OF PAYMENT

Invoicing shall be based on documented completed deliveries.

Invoices and credit notes shall be sent electronically to the invoice reception unit of Statsbygg pursuant to the standard Electronic Trading Format (EHF), established by the Norwegian Ministry of Government Administration, Reform and Church Affairs. Invoices and credit notes are to be communicated via an access point in the messaging infrastructure managed by the Norwegian Agency for Public Management and eGovernment (DIFI). The Client has the right to return any invoices that do not comply with these requirements.

Payment shall be made within thirty (30) days of the receipt of a correct invoice.

Payment of an invoice does not constitute acceptance of the invoice documentation.

TERMS OF DELIVERY

Delivery terms are, unless otherwise agreed, free delivery to the delivery address specified in the order, i.e. DDP (Delivered Duty Paid) delivered with duties and taxes paid according to the applicable version of Incoterms.

RETURN OF MATERIAL

The Client has the right to return standard stock items/materials where the original packaging is intact. Upon return, the Supplier shall credit the Client the full invoice value, minus any documented costs the Supplier has incurred for delivery and return.

BASIC DOCUMENTATION AND DRAWINGS

All necessary documentation for the use, maintenance and disposal of the contract item constitutes an integral part of the Delivery.

Insufficient or lacking documentation means that the Supplier can be held liable for defects.

The Client retains exclusive rights to its own basic material. The Client shall have access to and the right to use the basic materials the Supplier uses in connection with the Delivery, whether these are the property of the Supplier or of a third party.

The Supplier guarantees that he has the right to use all its input factors, including asset-protected solutions of a third party and that the performance of the Contract will not violate the rights of any other party. The Supplier is liable for the consequences arising from a possible breach of a third-party's rights.

QUALITY ASSURANCE

The Supplier is obligated to maintain a satisfactory quality assurance system appropriate to the Delivery and its obligations pursuant to the Contract. Upon request, the Supplier shall provide documentation of this system to the Client.

The Client shall have the right to conduct an audit of the Supplier and any external suppliers. The Supplier is obligated to assist in the conducting of said audit.

If the audit reveals non-conformities, the Supplier is obligated to take remedial action without undue delay. The Client may set a reasonable deadline for implementation.

Failure to take remedial action constitutes material breach.

TROPICAL TIMBER AND TIMBER FROM PROTECTED FORESTS

Due to the fact that the Client does not accept the use of timber or materials from rainforests or protected forests in its building projects or at its construction sites and, due to lack of reliable certification schemes for timber, the Supplier shall plan and perform contractual work to exclude the use and presence of wood from tropical forests at the construction site.

The Supplier may apply for an exemption to this requirement from the Client. Documentation shall be appended to the application from reliable, independent third parties concerning the country of origin and species of wood, as well as guarantee that the timber does not come from rainforests or protected forests. The Client shall, at its own discretion, decide whether exceptions may be granted and emphasises that exceptions cannot be expected.

Acceptance of the Supplier's tender is not considered notification of an exception under this provision.

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The above provisions notwithstanding, if wood from a rainforest, protected forest or tropical forest is found or can be found during contractual work or at the construction site, and said wood has not been approved by the Client, this shall be deemed a shortcoming which the Client may demand to be rectified at the Supplier's expense, regardless of the costs of said rectification. The Client may also claim compensation for any loss arising from said shortcoming. The Contract's remedies for breach of contract shall otherwise apply.

COMPULSORY MEMBERSHIP IN PACKAGING RETURN SCHEME

A Norwegian supplier (VAT registered in Norway) must, no later than upon conclusion of the contract, submit documentation (membership certificate from Grønt Punkt Norge AS or a similar scheme) to the effect that it belongs to an environmentally acceptable return scheme for the final processing of packaging or fulfils the obligation through a similar return scheme of their own. If the Supplier is of the opinion that packaging will not be used, the Supplier must submit a written declaration to the Client no later than upon entering into the contract.

HSE AND PUBLIC REQUIREMENTS

The Supplier shall comply with all statutory HSE requirements, as well as other applicable public regulations/requirements.¹

For deliveries of chemical substances, regulatory safety data sheets shall be provided together with the Delivery.

NORWEGIAN SANCTIONS ACT AND ASSOCIATED REGULATIONS

THE SUPPLIER'S DUTY TO COMPLY WITH THE NORWEGIAN SANCTIONS ACT AND ASSOCIATED REGULATIONS

The Supplier has a duty to comply with the Norwegian Sanctions Act of 16 April 2021 (Act No.18) and associated regulations.

The Supplier is responsible for, and shall ensure that, companies in the Supplier's group or companies in which the supplier has controlling ownership or authority, contract assistants and any other parties in the supply chain, as well as the general manager, chair of the board and other senior executives at the Supplier and in the aforementioned companies, act in accordance with the aforementioned rules.

Breach of the duties in the first and second paragraphs shall always be considered material breach of contract.

The Client may claim compensation for any financial loss or damage that the Client may suffer as a result of the breach of contract.

Unless the Supplier corrects the breach of contract by a specified deadline, the Client may terminate all or parts of the contract in accordance with the provisions in the contract.

The Client may decide that the Supplier must replace contract assistants and any other party in the supply chain if breach of the contractual provisions is discovered on the part of others, cf. first paragraph.

THE SUPPLIER'S DUTY TO PROVIDE INFORMATION AND DOCUMENTATION

The Supplier must keep the Client informed and updated at all times regarding matters that are of importance to the provisions in the contract relating to sanctions legislation.

If requested by the Client, the Supplier must, within 14 days after the request was sent, provide documentation of compliance with the contractual provisions stipulated in Section 24.1.1. This includes documentation of:

- (i) legal entities,
- (ii) natural persons,
- (iii) the origin of deliverables, materials and other input factors used in the execution of the contract work,
- (iv) transport of deliverables, materials and other input factors used in the execution of the contract work.

If the Supplier's documentation is inadequate, and the Supplier does not present the requested documentation within 14 days of being made aware of the matter, the Client may obtain the information themselves and charge the Supplier for the costs related thereto.

BREACH OF CONTRACT

DELAYS

The Supplier undertakes without undue delay to notify the Client in writing if there is reason to assume that agreed deadlines cannot be met. The notification shall detail the cause of the delay and provide an estimate of its expected duration.

FAULTS AND DEFICIENCIES

If the Client files a complaint, the Supplier shall begin to rectify the fault and/or deficiency without delay. Rectification may be postponed if the Client has an legitimate reason for requiring this. If rectifications cannot be carried out without significant inconvenience to the Client, the Supplier shall redeliver.

INSURANCE

The Supplier is obligated, at its own expense, to take out and maintain insurance appropriate to the Supplier's enterprise and the nature of the Delivery until timely delivery has been completed.

¹ HSE means Health, Safety and the Environment. Environmental factors such as emissions to air, soil and water, energy use, waste and choice of materials are included in the term.

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The Supplier shall, at the Client's request, provide documentation showing that the insurance obligation has been fulfilled. When s documentation is required, the Client is not under an obligation to pay an invoice until it has received relevant documentation.

TRANSFER OF RIGHTS AND OBLIGATIONS

The Client may transfer its rights and obligations pursuant to the Contract to a different governmental or public institution.

The Supplier may only transfer its rights and obligations pursuant to the Contract with the Client's written consent.

ADVERTISING AND MEDIA

If the Supplier or its subcontractors/contractual assistants wish, for advertising purposes or otherwise, to provide the public with information about the assignment – beyond listing the assignment as a general reference – this must be submitted to and approved by the Client in advance.

All contact with the media shall be handled by the Client.

DISPUTE RESOLUTION

Disputes shall be settled by judicial proceedings before the ordinary courts of Norway.

Oslo District Court is agreed as the legal venue for contracts with foreign suppliers. Disputes shall be dealt with in accordance with Norwegian procedural and substantive rules of law.

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