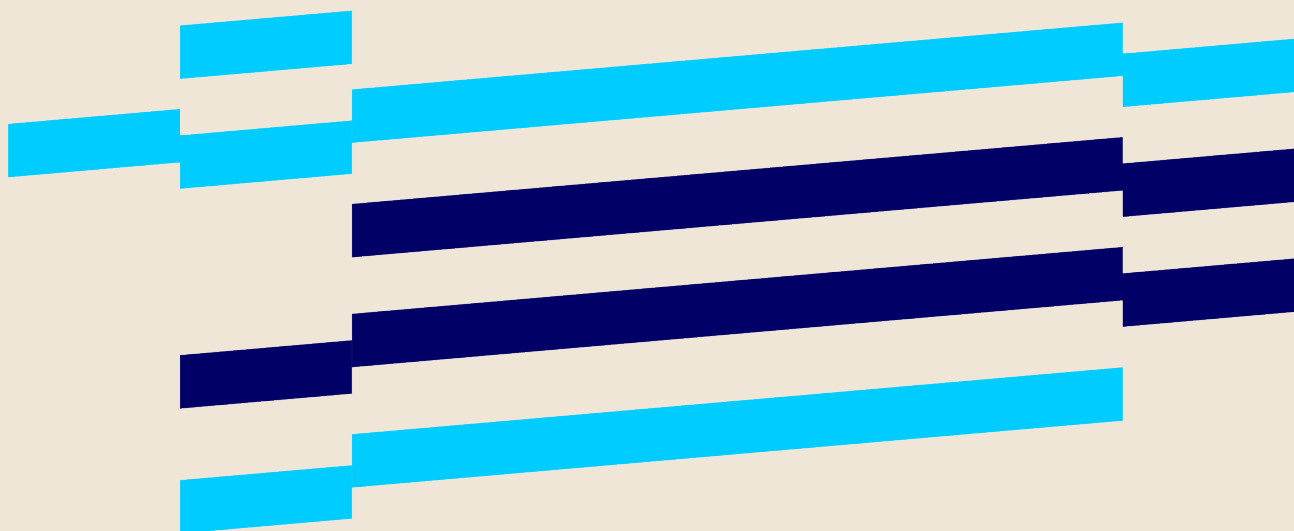


Terms of contract for the purchase of goods with or without assembly/installation



Standard terms of contract for the purchase of goods with or without assembly/installation

A contract on the purchase of goods

PURCHASE OF: XXXXXXXXXX

has been entered into between:

[Write here]

(hereinafter called the Supplier)

and

NIBIO

(hereinafter called the Client)

Place and date:

[Write place and date here]

Date of entry into force: [Write here]

[Name of Client]

[Name of Supplier]

Client's signature

Supplier's signature

This contract is signed in two copies, one for each party.

Enquiries

For the Client

Name:

Position:

Phone:

Email:

For the Supplier

Name:

Position:

Phone:

Email:

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1. AREA OF APPLICATION

The contract concerns the purchase of goods as specified in Exhibits 1 and 2.

The Client has described its requirements based on its purposes and needs in Exhibit 1. The Supplier has described its solution in relation to the Client's requirements specification in Exhibit 2.

List of exhibits pertaining to this contract:

All fields must be ticked (Yes or No)	Yes	No
Exhibit 1: Client's requirements of the delivery	X	
Exhibit 2: Supplier's offered goods and prices	X	
Exhibit 3: Specification of the delivery	X	
Exhibit 4: Amendments to the general wording of the contract		X
Exhibit 5: Ethical requirements (Difi has prepared standard terms of contact for ethical requirements. They are available here (NOT TO BE ENCLOSED): https://anskaffelser.no/verktoy/maler-ogsa-kontrakt-og-avtalemaler/kontraktsvilkar-ivaretakelse-av-grunnleggende-menneskerettigheter-i-leverandorkjeden	X	

1.1 AMENDMENTS TO THE GENERAL WORDING OF THE CONTRACT

Any amendments in or to the general wording of the contract must not be made directly in this text, but identified in a separate exhibit for amendments to the general wording of the contract.

2. DELIVERY

2.1 TERMS OF DELIVERY

Unless otherwise agreed, the delivery shall be freely delivered (DDP, Incoterms 2010) to the place of delivery specified by the Client.

The Supplier shall place all goods at the agreed or designated place upon delivery. Any packaging shall be removed and taken away by the Supplier. The Client shall make sure that the circumstances surrounding the receipt enable the delivery to be carried out in the specified manner. The delivery shall be accompanied by a packing note that must be signed by the Client before the delivery is deemed to have taken place.

At the time of delivery, where relevant, the following must be available either in Norwegian, Swedish, Danish or English for all products: a material safety data sheet, user instructions, necessary certificates and storage, operating and maintenance documentation, and any other documents that are relevant to the use of the products or required by law or regulations. Additional requirements for material safety data sheets may follow from Exhibit 1 Requirements Specification.

3. TIME OF DELIVERY

Delivery shall take place at the time agreed between the parties. If no time of delivery has been agreed, the delivery must be made within a reasonable period of time.

4. INSTALLATION/ASSEMBLY AND FUNCTIONAL TESTS

If it has been agreed that the Supplier shall attend to installation/assembly and/or that functional tests shall be carried out in connection with delivery, delivery will not be deemed to have taken place until the assembly/installation and/or tests have been completed.

If installation/assembly is carried out according to an agreed fixed price, this includes all expenses that are not explicitly exempt, as well as trial operation and commissioning.

5. PRICE AND PAYMENT

5.1 PRICE

The price of the product/goods with assembly, tests and/or other work, if relevant, follows from the Supplier's offer in Exhibit 2. Unless otherwise expressly agreed between the parties, the prices are specified in NOK excl. VAT. Unless otherwise agreed, the price includes shipping and other costs; see Clause 2.

5.2 INVOICING PROCEDURES

Invoicing shall take place by payment every 30 (thirty) calendar days. The deadline for payment does not start running until delivery has taken place and an approved invoice has been received. Approved invoice means invoices that are correctly marked in accordance with Clause 5.3, and that enable the Client to verify that what has been invoiced has been delivered and that the delivery is otherwise in accordance with what has been agreed and the Client's requirements.

5.3 INVOICE FORMAT AND BILLING ADDRESS

The Supplier shall send invoices electronically. Electronic invoices shall be in accordance with the electronic trading format (EHF) standard. EHF is a public standard format (XML) that meets the requirements of the Accounting Act. Invoices must be marked with: **RESOURCE NUMBER**, and name, if applicable.

The enterprise's electronic billing address is the receiving enterprise's organisation number; see also <http://www.anskaffelser.no/e-handel/artikler/mottakere-i-elma>.

6. BREACH OF CONTRACT

6.1 PROPERTIES OF THE GOODS, DEFECTS ETC.

The performance is considered defective if it is not in accordance with the agreed properties.

The requirements for the properties of the goods set out in the Norwegian Sale of Goods Act of 13 May 1988 No 27 apply. See Chapter IV of the Sale of Goods Act.

6.2 DELAYS ON THE PART OF THE SUPPLIER

A delay is deemed to exist if the goods have been delivered too late and this is not due to the Client or circumstances on the part of the Client.

6.3 BREACH OF CONTRACT BY THE CLIENT

The Client is deemed to be in breach of contract if it fails to meet its obligations under the contract.

However, situations caused by circumstances on the part of the Supplier or force majeure do not constitute breach of contract.

7. CLIENT'S RIGHTS IN THE EVENT OF BREACH OF CONTRACT BY THE SUPPLIER

7.1 CHAPTER V OF THE SALE OF GOODS ACT

The Client's rights in the event of delay or defects are regulated by Chapter V of the Purchase of Goods Act of 13 May 1988 No 27 in addition to the terms of this contract under this clause (Clause 7).

7.2 DAILY FINES

If delayed delivery has been confirmed pursuant to Clause 6.2 or the goods are defective, cf. Clause 6.1, which means the goods cannot be used for their purpose and this is not corrected before the delivery deadline expires, the Supplier will incur a daily fine. The fine starts running automatically.

This shall not apply, however, to the extent the Supplier substantiates that the delay, or defect, was due to obstacles outside its control that it could not reasonably be expected to take into consideration at the time the contract was signed or to have avoided or overcome the consequences of.

The daily fine is calculated as 0.15% of the agreed price excl. VAT relating to the part of the delivery that, due to the delay/defect, cannot be used as expected, and minimum NOK 1,000 per working day until correct delivery takes place. The daily penalty period is limited to 100 (one hundred) working days.

The Supplier's total daily penalty liability is limited to 15% of the total contract sum. The limitation of liability does not apply if the delay is caused by gross negligence or intent on the part of the Supplier or anyone the Supplier is responsible for.

Other daily penalty rates, other calculation bases and other terms for the duration of the fine may be agreed between the parties.

The payment of daily fines shall not prevent the Client from also claiming compensation to recover losses that turn out to be bigger than that covered by the daily fines. Daily fines paid shall be deducted from any compensation to the extent it concerns the same circumstances.

8. SUBSTITUTE PURCHASE IN THE EVENT OF NON-DELIVERY AND CANCELLATION

If the contract is cancelled, the Client is entitled to make a substitute purchase in a reasonable manner and within reasonable time after the cancellation. In such case, when claiming compensation, the Client is entitled to the difference between the agreed price and the price of the substitute transaction, in addition to other compensation under this contract.

9. SUPPLIER'S RIGHTS IN THE EVENT OF BREACH OF CONTRACT BY THE CLIENT

The Supplier's requirements in the event of breach of contract by the Client, see Clause 4.3, are regulated in their entirety by Chapter VII of the Sale of Goods Act of 13 May 1988 No 27.

10. SALE OF GOODS ACT

Matters not regulated by this contract shall be regulated in accordance with the provisions of the Sale of Goods Act of 13 May 1988 No 27.

11. DISPUTES

Any disputes between the parties concerning the contractual relationship that are not resolved amicably shall be resolved by the ordinary courts of law. The Client's legal venue is the correct legal venue

Exhibit 3 Specification of the delivery

1. GENERAL INFORMATION ABOUT THE DELIVERY

Include a short description of the delivery.

2. SPECIFICATION OF SELECTED OFFER AND ANY OPTIONS OR OPTIONAL EXTRAS

Include a full description of the choices made for the delivery.

3. PRICE AND PRICE TERMS

Include a detailed price list and the total amount for the delivery.