

GENERAL PURCHASING TERMS AND CONDITIONS NETTPARTNER AS – 01.02.2022

1. Introduction

The «General purchasing terms and conditions» refers to these standard terms of purchase that apply to Nettpartner AS (hereby named “Nettpartner”). The general purchasing terms and conditions shall regulate the contractual relationship between Nettpartner and the Supplier, and apply to all purchases of goods and services ordered by Nettpartner and delivered by the Supplier. The following definitions apply:

Agreement shall mean the agreement between Nettpartner and the Supplier (the “Parties”) which includes these General terms and conditions of purchase, any attachments, schedules, or appendices to the Agreement.

Supplier shall mean the recipient of these General terms and conditions or the party stated to be the Supplier in the Agreement.

Delivery shall mean the total goods and/or services that the Supplier is required to deliver to Nettpartner, Nettpartner’s customer, or other parties as specified in the Agreement.

Client shall mean Nettpartner’s customer in which Nettpartner has a contractual relationship, typically the builder.

2. Code of Conduct

The Supplier shall conduct his business in accordance with Nettpartner’s Code of Conduct and apply these to all suppliers in the supply chain. The current Code of Conduct is at any time available on Nettpartner’s website.

3. Order and confirmation

When ordering goods and/or services, Nettpartner’s order to the Supplier shall always contain a purchase order number and/or a project number. All invoices issued by the Supplier must refer to a reference number. Invoices without any reference number will not be processed.

In addition to standard information, all invoices must contain a specification of each item/service, unit price and quantity.

Primarily, Nettpartner would like to receive invoices by EHF or e-mail. E-mail scanned invoices can be sent to:

invoice.998407567@kollektor.no

Invoices on paper can be sent to the following postal address: Nettpartner AS, Kveldroveien 3, 1407 Vinterbro, Norway.

The Supplier must confirm the order immediately, and no later than two working days after receiving the order from Nettpartner. If the Supplier has not acted accordingly, Nettpartner can regard himself as not committed to the order. Orders with a short specified time of delivery must be given priority.

Deviations from the order (e.g. differences in technical specifications and terms of deliveries) require a written consent by Nettpartner.

The Parties are finally obliged only when a written order is encountered by a written order confirmation. All changes to an order must be agreed in writing.

4. Public relations

The Supplier is responsible for all relevant approvals, certifications and permits required to work, sell goods and/or services in Norway. Upon request from Nettpartner, the Supplier shall immediately provide the necessary documentation that his obligations are fulfilled.

5. Conditions of delivery

All deliveries shall be in accordance with what is agreed, these General purchasing terms and conditions, the project contract between Nettpartner and the Supplier, as well as current laws and regulations, and international standards.

All goods and services delivered to Nettpartner shall comply with the current laws, regulations and technical requirements (including the CE-mark and FG approval) in Norway and the EEA.

The work must be carried out in accordance with the applicable REN-standard, unless the Client has stated otherwise in writing.

The NS-standard governing the relationship between Nettpartner and the Client (including any additional requirements or special provisions) shall also apply to the relationship between Nettpartner and the Supplier.

If Nettpartner is the end-customer of the delivery, conditions not mentioned in these general purchasing terms and conditions shall be governed by NL09 or NS8405.

All documentation that commits Nettpartner to the Client, is also made applicable to the Supplier. The Supplier is solely responsible for requesting and familiarizing himself with this documentation.

The Supplier shall familiarize himself with the contract’s descriptions, drawings and other relevant documentation and the Delivery shall reflect these matters accordingly.

The Supplier is responsible for guidance and calculations when requested by Nettpartner or the Client. Unless otherwise agreed in writing, this is included in the price.

6. Liability (“back-to-back”)

In any Agreement, the Supplier has the same rights and obligations towards Nettpartner, as Nettpartner has towards the Client.

Financial claims from the Supplier relating to the Client, can only be made applicable towards Nettpartner if the Client approves the corresponding claim from Nettpartner.

If the Supplier is not entitled to a claim against Nettpartner as a result of the claim being rejected by the Client, the Supplier may require Nettpartner to pursue the claim against the Client on behalf of the Supplier, including legal actions. Under such circumstances, the Supplier shall cover all Nettpartner’s directly documented costs. In addition, the Supplier will bear all risk associated with running the case against the Client.

If the Claim consists of deliveries where both Parties have delivered or performed parts of the Delivery towards the Client, the Parties shall cover their fair share of the costs. The Supplier has the right to participate in meetings with the Client, when the Supplier’s claim is negotiated.

7. Health, safety and environment (HSE)

The Supplier is responsible for complying with all current laws and regulations, as well as Nettpartner’s and Nettpartner’s Client’s project specific requirements related to HSE.

The Supplier is obliged to comply with all environmental regulations and to minimize the impact the Delivery causes to the environment.

The Supplier is responsible for ensuring that all goods and services delivered do not contain substances that are prohibited in Norway (e.g. materials made of protected trees, animals etc.).

All suppliers who provide services must fill out an HSE-self-declaration form before starting the work on the Delivery.

8. Documentation

The Supplier is responsible for documentation, including photos (before, during and after the project), schedules, inspections, dialog with Project Manager etc. without any additional payment.

Additional documentation may be required for each assignment, and the Supplier is responsible for complying with these requirements.

If work needs to be re-done due to lack for documentation, these costs are covered by the Supplier.

The Supplier is obliged to deliver the necessary and complete documentation at the request from Nettpartner and the Client. If the Supplier does not deliver this documentation, it is considered a breach of contract.

The Supplier retains intellectual property rights to the documentation. Nettpartner shall have the right to use all documentation free of charge in all work related to the Delivery. The Client shall also have the right to use the documentation free of charge, as long as the use is related to the Delivery.

9. Pricing

Prices must be specified in Norwegian Kroner (NOK) or EURO (EUR), excluding VAT. Unless otherwise agreed in writing, prices are fixed during the contract period and cannot be regulated. Adjustment of prices due to variations in LME or exchange rates shall not take place unless it is specifically agreed in writing.

Prices include everything mentioned in the order: packaging, pallets, shipping, tolls, taxes, and other fees. Prices also include certificates and other documentation related to the Delivery.

For services, the total amount of work hours must be pre-approved. Written lists of completed work must be kept, and these shall be approved by Nettpartner’s representative. Approved lists are the basis for invoicing and must be attached to the invoice. Unless otherwise agreed in writing, invoices shall be issued monthly.

Nettpartner does not pay for benefits and quantities beyond the scope of the order without any written consent from Nettpartner.

10. Invoice and payment

Credit period is **60 days** from the receipt of a correct invoice. Nettpartner does not accept invoicing in advance of delivery.

Processing-, billing- and administration fees are not accepted.

In case of late payment, Nettpartner is obliged to pay interest rate in accordance with Norwegian legislation.

The Delivery shall in all circumstances be invoiced within two (2) months after taking over the Delivery. If the Supplier has not invoiced within the specified deadline, his claim is no longer valid.

If Nettpartner has claims due to the Supplier's breach of contract, Nettpartner may withhold the disputed part that ensures that the claim is covered.

The Supplier's claims cannot be disposed or pledged (e.g. factoring or pledge) without the prior written consent of Nettpartner.

11. Delivery

Standard delivery term is Incoterms 2020 DDP at the address Nettpartner has defined. The Supplier cannot deliver earlier than agreed, without prior agreement with Nettpartner.

Nettpartner shall receive a packing slip/invoice per delivery. The packing slip/invoice shall be in accordance with the instructions given in the order. All parts of the Delivery must be marked in accordance with the packing slip accompanying the goods, and the instructions in the order.

The Supplier's driver shall actively make sure that the goods are controlled and the CMR-document signed by Nettpartner's authorized personnel.

12. Delay

The following applies for material deliveries:

If the Supplier does not deliver the Delivery at the agreed time, Nettpartner is entitled to liquidated damages, from the day delivery should have taken place.

The liquidated damages amount to 1% for each commenced week of delay, based on the calculation of the agreed contract sum including VAT.

If the delay applies to only part of the Delivery, the liquidated damages are calculated from the contract sum relating to the part of the Delivery that cannot be used as a result of the delay.

The liquidated damages may not exceed 10% of this calculation basis. Liquidated damages are due for payment upon written demand from Nettpartner, at the earliest when complete delivery of the Delivery takes place.

Service deliveries are regulated by the NS-standard that regulates the relationship between Nettpartner and the Client. If this is not stated, NS8405 applies.

13. Insurance

The Supplier shall, at his own expense, hold insurance for that he may be held liable for through this Agreement.

These obligations shall be deemed as fulfilled if the Supplier has obtained necessary insurance based on ordinary Norwegian insurance terms.

14. Warranty

The Delivery shall provide a 5-year warranty from the time the Delivery is taken into use by Nettpartner's Client. The warranty shall cover rectification of defects or re-delivery.

Nettpartner shall provide a written complaint within a reasonable time after Nettpartner discovered the matter.

If the Supplier without undue delay does not remedy the matter, Nettpartner himself, or with the help of others, can make the necessary actions at the Supplier's expense and risk. Alternatively, Nettpartner may instead demand re-delivery or a price reduction.

The Supplier is responsible for documented claims related to the Supplier's services, materials, errors in instructions from the Supplier or additional services provided by the Supplier.

Costs that arise as a result of this claim, as well as Nettpartner's documented costs associated with correcting this matter, are covered by the Supplier.

Documented damages to third parties, as a result of errors or failures in material or services, are covered by the Supplier.

If the defect results in a breach of contract, Nettpartner may terminate the Agreement.

15. Cancellation

Nettpartner may, upon a written notice to the Supplier and with an immediate effect, cancel the Delivery completely or partially. After such cancellation, Nettpartner shall only cover documented and necessary expenses incurred as a direct consequence of the cancellation.

15. Exclusivity and volume commitments

Unless expressly agreed in writing, any agreement with Nettpartner is non-exclusive and contains no form of volume commitments for Nettpartner. Figures Nettpartner sends The Supplier shall be regarded as estimates and the Supplier must expect changes to occur.

Nettpartner may use other suppliers in the market.

16. Taxes, fees, wages, working conditions

The supplier is responsible for making tax deductions for himself and his employees and for making timely payments. The same applies to the payment of employers' tax, and contributions based on taxable benefits under the National Insurance Act.

In the Supplier's business, the employees and any subcontractors directly contributing to the fulfillment of any Agreement shall have wages and working conditions that are not inferior to those provided by the applicable nationwide collective bargaining agreement, or that which is otherwise normal for the employee's place and occupation, cf. Regulations on wages and working conditions in public contracts of 08.02.2008, no. 112.

17. Confidentiality

Any information that a party has received from the other party concerning the Delivery shall be treated confidentially, also after the termination of the business relationship. The information should only be available to the personnel who need it and should be inaccessible to outsiders.

18. Force Majeure

A Party is exempted from his obligations if he can prove that he has been prevented by force majeure.

Force majeure means an incident beyond a Party's control, which he could not have anticipated when entering the Agreement, and which it is not reasonable to expect him to overcome or avert its consequences. E.g. strikes, lock-out, natural disasters, war and warlike situations.

Regarding Covid-19 / corona, the Supplier is not entitled to an extension of the agreed upon deadline. The Supplier is not entitled to an adjustment of the remuneration.

19. Indemnity

The Supplier shall indemnify the buyer for any loss or liability relating to:

- Personal injury or loss of human life among the Supplier's employees that arise during execution or in connection with the work assignment
- Payment of taxes, fees, social security contributions which, in accordance with the provisions of this Agreement, shall be borne by the Supplier
- Fines, claims, obligations, costs or financial penalties due to the Supplier's breach of laws and regulations, or claims about this
- Any claims arising from the fact that employees have not received salary according to the applicable tariff.

20. Law and disputes

This agreement and any order made in accordance with it, is solely subject to Norwegian law. The parties accept Follo District Court as exclusive jurisdiction for any dispute arising from the agreement or individual delivery.

The terms and conditions written in Norwegian shall take priority over those in English in the event of any dispute.

21. Other terms

The Supplier must obtain prior approval from Nettpartner if he would like to publish information regarding the business relationship with Nettpartner. The use of Nettpartner as a reference must only be done with prior agreement.

The Supplier's subcontractor(s) must comply with the same terms and conditions as the Supplier himself.

Nettpartner reserves the right to audit the Supplier whenever required. In such an audit, the Supplier shall provide the necessary resources and information at the disposal to Nettpartner.

The calculation of time in relation to the Agreement shall be Greenwich Mean Time plus one hour (GMT + 1).

Unless specifically agreed in writing, Nettpartner does not provide bank guarantee.