

GENERAL TERMS AND CONDITIONS FOR PURCHASE

GOODS



1 - GENERAL PROVISIONS

- 1.1 The Contract refers to the contract document, these general terms and conditions for purchase of goods, as well as any annexes, supplements or amendments agreed in writing.
- 1.2 The Delivery refers to what the Supplier will deliver in accordance with the Contract.
- 1.3 In the event of discrepancies between the various Contract documents, such discrepancies shall be governed as specified in the contract document.
- 1.4 All notices, claims or other communications relating to the Contract shall be submitted in writing to the postal address or electronic address specified in Annex 4 for the relevant type of enquiry.

2 - THE DUTIES OF THE SUPPLIER

- 2.1 The Delivery shall be in accordance with the requirements set down in the Contract, including the Contracting Authority's requirement specification in Annex 1, and shall also be of high quality and shall function normally, as well as being complete and suitable for the purpose for which the Delivery is intended. The Delivery shall include all necessary documentation, such as certificates, descriptions, drawings, instructions, etc. The Supplier's specification of the Delivery shall be in accordance with Annex 2 and the Supplier's tender.
- 2.2 The Delivery shall be performed in accordance with and shall comply with applicable laws, regulations and individual decisions that the Supplier is or should be aware of.
- 2.3 The Supplier shall use only personnel holding the necessary technical qualifications and an organisation adapted to the Delivery.
- 2.4 The Supplier shall obtain the necessary permits from public agencies for the implementation of the Delivery and these may be obtained in the Supplier's name. The Supplier shall provide the Contracting Authority with the necessary documentation and assistance in connection with the Contracting Authority obtaining permits from the public authorities.
- 2.5 The Supplier shall not transfer work associated with the Delivery to any subcontractors without the Contracting Authority's written consent. Such consent shall not relieve the Supplier of any duties under the Contract.
- 2.6 In the event that the Delivery relates to work in or adjacent to the railway, the Supplier shall satisfy the requirements set down in Annex 6.
- 2.7 The Supplier shall be obliged to comply with the safety regulations and procedures established by the Contracting Authority at all times. Corresponding provisions shall also be imposed on any subcontractors, if used.
- 2.8 The Supplier shall have an implemented quality/management system in accordance with the latest version of NS-EN ISO 9001 (Quality) or equivalent, NS-EN ISO 14001 (External Environment) or equivalent and NS-EN ISO 45001 (Health and Safety) or equivalent. Other requirements relating to Quality, HSE and the External Environment can be found in Annex 6.
- 2.9 The Supplier shall take proportionate measures to fulfil requirements relating to information security in connection with the Delivery.
- 2.10 If delivery has been agreed in accordance with INCOTERMS, the version applicable at the time of entering into the contract shall apply.
- 2.11 When the Supplier considers the Delivery to have been completed, the Supplier shall notify the Contracting Authority in writing as soon as possible. Within a reasonable time of receiving such notice, the Contracting Authority shall, in writing, either accept the implementation of the Delivery or declare that the implementation of the Delivery has not been accepted, including the grounds for this.

3 - INSTALLATION. TESTING

The provisions set down in this Clause 3 shall apply only if it has been agreed that the Delivery will include installation work and/or testing.

- 3.1 The Supplier shall comply with the applicable rules relating to safety and working conditions in case of installation work and/or testing at the Contracting Authority's business premises. Upon request from the Supplier, the Contracting Authority shall provide information about its own rules.
- 3.2 Delivery shall be deemed to have taken place only when installation work and/or testing have been completed and the Contracting Authority has confirmed acceptance of the Delivery in writing. Such acceptance shall be submitted to the Supplier without undue delay.
- 3.3 In good time before the commencement of installation works and/or testing, the Supplier shall present a progress schedule for the services that the Contracting Authority shall contribute under the Contract.
- 3.4 Unless otherwise agreed in Annex 5 and 6, the consideration agreed for the Delivery shall also include installation works and/or testing.
- 3.5 Unless otherwise agreed in Annex 4, the Supplier shall take out liability insurance with a minimum coverage corresponding to NOK 5 million per claim for any damage that may be inflicted upon the Contracting Authority's and/or third party property, as well as to employees, in connection with installation works and/or testing.

4 - PROGRESS. DELIVERY

4.1 Progress

The Supplier shall deliver the Delivery in accordance with the delivery dates specified in the progress schedule in Annex 3. Further requirements can be found in Annex 6.

The Supplier shall immediately notify the Contracting Authority in writing if it has any reason to believe that the agreed delivery date cannot be met. The notification shall include the reason for the delay, the estimated impact on the agreed delivery date, as well as proposed measures to limit delays. The Supplier shall cover its own costs incurred to limit the delay, unless such a delay is due to circumstances for which the Contracting Authority is responsible.

The Supplier shall be liable for any losses incurred by the Contracting Authority that could have been avoided if the Supplier had notified the Contracting Authority in a timely manner.

In the event that Annex 6 states that special tests shall be performed, the nature and scope of such testing shall be described in further detail in Annex 6.

4.2 Delivery

Unless otherwise agreed, delivery shall be deemed to have taken place when the delivery date has occurred, the Delivery has been handed over to the Contracting Authority, the Contracting Authority has, if applicable, signed any consignment notes, packing slips or similar and any installation work and testing have been completed and accepted.

5 - WARRANTY PERIOD AND SERVICES

- 5.1 The Supplier warrants that the Delivery fulfils the requirements set down in Clause 2.1 concerning defined performance and functions, as well as the authorities' laws and regulations pursuant to Clause 2.4.
- 5.2 Unless otherwise agreed in Annex 4, the warranty period for the Delivery shall be three years, calculated from the date on which the Delivery was put into service for its intended purpose, but no longer than six years calculated from the date of delivery pursuant to Clause 4.2.

6 - THE CONTRACTING AUTHORITY'S OBLIGATIONS

- 6.1 The Contracting Authority shall be obliged to examine the delivery in accordance with ordinary purchase law and in accordance with good business practices.

7 - REQUIREMENTS RELATING TO SECURITY

- 7.1 The Supplier's quality system shall include the field of security.
- 7.2 In the execution of duties on behalf of the Contracting Authority, the Supplier shall manage security in accordance with the applicable "Regulations on the Security of the Railways".
- 7.3 The Supplier's management of security in accordance with the Security Regulations means, among other things, that the Supplier shall fulfil the provisions in the regulations relating to confidentiality and the handling of "protected information" pursuant to Sections 3-3 and 3-5 of the regulations.
- 7.4 The Supplier shall have a quality system in place that ensures that all necessary declarations of confidentiality pursuant to Section 3-5 of the Security Regulations are obtained from all personnel who have access to information as described in Section 3-3 of the Security Regulations. It is crucial that the Supplier fulfils the purpose of the regulations, cf. Section 1-1 of the Security Regulations, by ensuring that information describing vulnerabilities that could be used for adverse events, such as terrorism, is not made available to unauthorised parties.
- 7.5 The Supplier shall be responsible for immediately notifying/alerting the Contracting Authority of all adverse events and incidents related to security, as well as threats or suspicion of such events/incidents. Verbal notification/reporting to the Contracting Authority shall take place immediately, with subsequent written notification/reporting within 24 hours.
- 7.6 The Contracting Authority shall be entitled to follow up to ensure that control and security requirements set out by the Contracting Authority and the authorities are complied with in the Supplier's work. Any breach of this provision on the part of the Supplier shall be deemed material breach of contract.
- 7.7 The Supplier shall be obliged to also impose this provision on its subcontractors through its contractual relationships.

8 - REQUIREMENTS RELATING TO THE SUPPLIER'S CORPORATE SOCIAL RESPONSIBILITY

8.1 Ethical norms

Acts contrary to laws, regulations, contract provisions and good business practice shall not occur. The Contracting Authority does not accept conditions that violate ethical norms that are widely endorsed in society, including harassment, discrimination or other behaviour that others may perceive as offensive, threatening or degrading.

8.2 Overall Corporate Social Responsibility

The Supplier shall comply with all applicable laws and regulations in its business.

The Supplier must notify the Contracting Authority as soon as possible if any circumstances that may give rise to partiality arise.

The Supplier shall notify its employees and subcontractors involved in Contracting Authority assignments of Bane NOR's whistleblowing channels and procedures. For more information: <http://www.banenor.no/Kundesenter/varsling-om-kritikkverdige-forhold/>

The Supplier shall not offer, give or receive gifts, hospitality remuneration of expenses that may give or be perceived to give an undue advantage in relation to a person's position, office or assignment.

8.3 Criminal organisations, corruption, money laundering and fraud

The Supplier shall establish necessary measures in order to ensure that the business's financial transactions are not utilised for money laundering.

The Contracting Authority may in any case terminate the contract if the Supplier is convicted by an enforceable judgment for participation in a criminal organization or for corruption, fraud or money laundering after entering into the Contract.

In addition, the right to terminate exists if the Supplier has been found guilty in an enforceable judgment of a criminal offence relating to professional conduct or of serious negligence concerning professional or ethical requirements in the industry in question after entering into the Contract.

The Supplier may also terminate the contract if it can be demonstrated as probable with a general preponderance of evidence that the Supplier is guilty of such offences.

8.4 Social responsibility

The contracted works shall be carried out and all deliveries in relation to this shall be performed in accordance with requirements regarding fundamental human rights, work rights and the environment, as they emerge in the legislation at the production site(s) and the following conventions

- Universal Declaration of Human Rights
- Article 32 of the UN Convention on the Rights of the Child
- ILO Convention nos. 29, 87, 98, 100, 105, 111, 138 and 182

The Supplier shall establish corresponding requirements to those set out in this provision that shall apply to its subcontractors. Where international conventions and national laws deal with the same subject matter, the highest standard shall apply.

The Supplier bears the burden of proof with regard to compliance with this provision.

If breach of this obligation the Supplier shall pay liquidated damages of 1 per mille Contract price, but not less than NOK 3 000 per weekday from the day that the breach occurred until the breach is corrected. This sanction is not limited by the Contract's limitations in responsibility. These liquidated damages can be claimed in addition to liquid damages for delay. Additional remedies for breach of contract can be enforced by the Contracting Authority, including the right to terminate the Contract.

8.5 Membership of StartBANK

The following shall apply to contracts relating to the delivery of services for construction and civil engineering projects:

Upon entry into the contract, the Supplier shall provide a StartBANK ID or submit a copy of its StartBANK registration certificate. The Supplier shall authorise StartBANK to collect tax and fee information throughout the duration of the contract.

8.6 Requirements for HSE Card

The following shall apply to contracts relating to the delivery of services for construction and civil engineering projects:

Any personnel that undertake work at the construction or civil engineering site must visibly carry HSE cards. The requirement to carry an HSE card also applies to those performing support functions, such as cleaning, canteen operations, etc. if permanently based within the construction and civil engineering site. Anyone who transports goods to the construction and civil engineering site must be issued with an HSE card if such transport takes place on a regular basis.

Any personnel who do not have HSE cards must be refused entry to the construction site.

8.7 Access to and transfer of supplier data

The following applies to contracts relating to the delivery of operations or maintenance services associated with the Contracting Authority's infrastructure:

The Supplier shall establish an access control system.

The Supplier shall provide the Contracting Authority with access to data recorded in the Supplier's registration system. The Supplier shall continuously transfer data to the Contracting Authority's system. As a minimum, the data that shall be transferred includes unique identification of each person who is granted access to the site, including entry and exit times, as well as other data contained on the HSE card.

At sites for which the Contracting Authority has a separate registration system, the Supplier shall ensure that anyone who undertakes work is registered in the Contracting Authority's registration system. Registrations must be made either using a fixed registration solution or, if required by the Contracting Authority, an app that must be installed on the Supplier or individual employees' smartphones/tablets. People holding the roles of Chief Safety Officer, Local Safety Officer and/or driver must use the Contracting Authority's mobile app as the registration system.

To the extent possible, the Supplier shall post-register anyone who has accessed the site without registering.

8.8 Subcontracting chains

The following shall apply to contracts relating to the delivery of services to construction and civil engineering projects, as well as cleaning services:

The Supplier may not have more than two links below it in the chain of subcontractors.

This provision shall not include contracts relating to goods deliveries.

The Supplier's use of sole traders shall be justified in writing.

In the event of breach of this provision, the Contracting Authority shall be entitled to withhold up to 10 per mil of the contract sum until the matter has been rectified. This sanction shall not be subject to the liability limitations of the Contract. The imposition of sanctions under this clause shall not deprive the Contracting Authority of the right to impose other sanctions for breach of contract, including the right to terminate the contract.

8.9 Wages and working conditions

In areas covered by the regulations relating to the general application of collective agreements, the Supplier shall ensure pay and working conditions that comply with the applicable regulations. In areas not covered by the regulations relating to the general application of collective agreements, the Supplier shall ensure pay and working conditions that comply with the current national collective agreement for the relevant industry.

In this context pay and working conditions are defined as the provisions relating to minimum working hours, pay, including overtime premiums, shift and rotation premiums, and inconvenience premiums, and the reimbursement of expenses due to travel, board and lodging, insofar as a collective agreement sets forth such provisions.

The Supplier is obliged to make sure that employees in own and Subcontractor's organization, that directly contribute to enforce this Contract, have wages and working conditions in accordance with this obligation. This applies to work performed in Norway.

The Contracting Authority and the one who he designates is entitled to supervise and control that the Supplier meets this obligation and shall have access to necessary documentation to supervise that the Contract's wages and working conditions are fulfilled. Hereby the Supplier is obliged on request to give the Contracting Authority copy of contract of appointment for the employees who directly contribute to enforce this Contract, their paychecks and time sheets, the employer's bank statement and documentation on sufficient living conditions to the employees. The documentation shall be on personal level. In addition, the Contracting Authority can demand access to the locals that are used to accommodate the employees.

The Supplier shall carry out all necessary checks in relation to Subcontractors that directly contribute to enforce this Contract.

The Supplier shall document the results of the controls and send the documentation to the Contracting Authority. On request by the Contracting Authority the Supplier shall enforce specific controls on the Subcontractors. That means that the Supplier also shall control and document that the working hours in total are in accordance with the legal limits where the Supplier's own employees and/or the Subcontractor's employees fulfill work at other projects, for other customers and/or other contractors. Breach of the working time conditions are in this context to be considered as a breach of the Supplier's working hours.

The Supplier has the burden of proof that the Supplier meets this obligation. Gross or repeated violation of this obligation are to be considered as a significant breach of the Contract.

8.10 Self-reporting of pay and working conditions

The Supplier shall submit a completed form for the self-reporting for self-reporting of wage and working conditions, see Annex 6, within four weeks of entering into the Contract. The aforementioned form shall also be submitted for all subcontractors. Likewise, this form must also be submitted by any new subcontractors involved in the Delivery on a continuous basis. This applies to work performed in Norway.

8.11 Payments to bank

Salaries and other payments to own employees, subcontractors, subcontractors' employees and hired employees shall be paid to bank accounts.

8.12 Extended tax certificate

The following shall apply to contracts relating to the delivery of services to construction and civil engineering projects, as well as cleaning services:

The Supplier has signed an authorisation form that entitles the Contracting Authority to obtain information about the Supplier and subcontractors' tax affairs an unlimited amount of times, as specified in the authorisation. The Supplier shall ensure that corresponding authorisations are signed by subcontractors.

8.13 Reporting to the Assignment and Employee Register

The Supplier shall notify the Contracting Authority within one week if it or its subcontractor(s) enter into an agreement or contract with a foreign firm or foreign labour. The Supplier shall also report to the Assignment and Employee Register within 14 days following entry into any agreement with subcontractors.

8.14 Requirements for skilled staffing

When carrying out contracted works, a minimum of 40% of the total worked hours in the building and construction professions shall be performed by persons with certificates of completed apprenticeship, advanced craft certificates or documented skilled training in accordance with national professional training legislation or equivalent foreign professional training. There shall be skilled workers in all the aforementioned professions.

8.15 Apprenticeship scheme

In the performance of the contract work, a minimum of 7% of the total hours worked within the construction and civil engineering professions (the fields covered by the education programme for construction and civil engineering, electrical engineering, as well as landscaping) shall be carried out by apprentices, cf. Section 4-1 of the Education Act. The requirement may be partially fulfilled by worked hours being carried out by persons who are engaging in systematic training and are registered in accordance with the requirements of the Apprenticeship Scheme. This requirement may be fulfilled by the supplier and one or more of its subcontractors.

Non-Norwegian Suppliers can satisfy the requirement by using apprentices from an apprenticeship scheme in the country of origin. If the country of origin does not have an apprenticeship scheme, the requirement can be met by using trainees from a training scheme in the country of origin.

8.16 Compliance with the Norwegian Sanctions Act and associated regulations

Both parties shall comply with the Sanctions Act, 16. April 2021 nr. 18, and associated regulations ("Norwegian Sanctions Legislation").

On request, the Supplier shall ensure that the Contracting Authority receives the information and documentation necessary to check that the Norwegian Sanctions Legislation are complied with at all stages of the supply chain. This includes information about the origin of materials, freight arrangements, supply lines and ownership of the contractor, subcontractors and commercial partners. Violations of the duty of information and documentation are fined according to the sanctions provision in Annex 2.

Violations of the Norwegian Sanctions Legislation by the Supplier are considered a material breach of the contractual obligations. The same applies if it is clear that violations of the Norwegian Sanctions Legislation will occur. The Supplier has the burden of proof that the Norwegian Sanctions Legislation have been complied with.

Violations of the Norwegian Sanctions Legislation by a subcontractor give the Contracting Authority valid grounds to demand replacement. The same applies if it is clear that violations of the Norwegian Sanctions Legislation will occur or where the subcontractor does not, within specified deadlines, submit requested information or documentation.

8.17 Imposing requirements concerning the Supplier's corporate social responsibility on subcontractors

The Supplier is obliged to impose continue requirements of clauses Clause 8 in its agreements with subcontractors that directly help to fulfil work under this Contract.

9 - CHANGES, POSTPONEMENTS AND CANCELLATIONS

9.1 Changes

Within what the parties could reasonably expect when entering into the Contract, the Contracting Authority may demand quality and/or quantity-related changes to the Delivery, as well as changes to the progress schedule.

The Contracting Authority shall be notified in writing as soon as possible in the event that the Supplier identifies any need for changes.

In the event that the Contracting Authority demands changes, the Supplier shall, without undue delay, draw up a confirmation describing the change, as well as an estimate of any impact such changes have on the price and progress schedule.

Changes shall be approved by the Contracting Authority by way of a written change order prior to implementation.

Consideration for changes shall be in accordance with the prices, standards and rates set down in the Contract and shall also be in accordance with the original price level of the Contract. In the event that a change leads to savings on the part of the Supplier, any such savings shall be credited to the Contracting Authority.

In the event that the parties disagree on the amount to be added to or deducted from the contract price or about other consequences resulting from a change, the Supplier shall still implement the change, without awaiting final resolution of the dispute.

9.2 Postponements

The Contracting Authority may postpone all or parts of the Delivery, subject to written notice. Following receipt of such notice, the Supplier shall notify the Contracting Authority without undue delay of any impact the postponement may have on the implementation of the Delivery. The Supplier shall resume the Delivery as soon as instructed to by the Contracting Authority.

During the postponement period, the Contracting Authority shall cover only documented and necessary expenses associated with the demobilisation and mobilisation of personnel.

In the event that the postponement has a duration exceeding 90 calendar days, the Supplier shall be entitled to terminate the Contract by issuing written notice to the Contracting Authority.

9.3 Cancellation

Subject to written notice to the Supplier, the Contracting Authority may cancel the Delivery in full or in part with immediate effect.

Following such cancellation, the Contracting Authority shall pay only the amount owed to the Supplier for the parts of the Delivery that have been completed, as well as covering any documented and necessary expenses arising as a direct result of the cancellation.

10 - CONSIDERATION AND TERMS OF PAYMENT

10.1 All prices and further terms for the consideration payable by the Contracting Authority for the Supplier's services shall be specified in Annex 5. Further terms shall be specified in Annex 6.

10.2 Unless otherwise specified in Annex 5 and 6, all prices shall be stated exclusive of value-added tax, but including customs and any other charges. All prices have been stated in Norwegian kroner unless the Contracting Authority has, in Annex 5 and 6, allowed for prices for components delivered from abroad to be stated in foreign currency.

10.3 Any provisions relating to price adjustments shall be specified in Annex 5 and 6.

10.4 The Supplier shall be required to issue electronic invoices in an approved standard format in accordance with the regulations of 2 April 2019 relating to electronic invoices in public procurements.

10.5 Consideration shall be invoiced at the times specified in Annex 5 and 6. The Supplier's invoices shall be specified and documented in such a way that the Contracting Authority can easily verify the invoice in relation to the agreed consideration. Expenses shall be specified separately.

10.6 Payment shall be made within 30 calendar days of the invoice date.

- 10.7** In the event that it has been agreed in Annex 4 that the Supplier will provide a bank guarantee, the Contracting Authority shall not be required to make payment before such a guarantee has been received.
- 10.8** In the event that the Contracting Authority fails to make payment by the agreed dates, the Supplier shall be entitled to interest on the amount due for payment pursuant to the Act of 17 December 1976, no. 100 relating to Interest on Overdue Payments, etc.
- 10.9** If the Contracting Authority's payment default is significant and overdue payment with the addition of late payment interest has not been paid within 30 calendar days of the due date, the Supplier may send written notice to the Contracting Authority stating that the Contract will be terminated for breach unless settlement takes place within 60 calendar days of receipt of such notice. Termination may not take place if the Contracting Authority settles the overdue consideration, with the addition of late payment interest, before the expiration of the deadline.

11 - BREACH OF CONTRACT

11.1 What is deemed to constitute breach of contract

There is a breach of contract if one of the parties fails to perform its obligations under the contract, and this is not caused by circumstances relating to the other party or by force majeure.

11.2 Notification obligation

If one of the parties is unable to perform its duties as agreed, such party shall give the other party written notice of this as soon as possible. The notice shall specify the reason for the problem and, to the extent possible, when the deliverable can be delivered. The same applies of further delays may be assumed after the initial notification is given.

11.3 Daily fines in the event of delays

In the event that delivery dates (delivery deadlines) or other deadlines to which the parties have assigned daily fines in Annex 3 and 6 are not met and non-fulfilment is not due to force majeure or circumstances for which the Contracting Authority is responsible, a delay shall be deemed to exist on the part of the Supplier and shall provide grounds for daily fines.

Daily fine rates, calculation bases and periods for daily fines may be agreed in Annex 3 and 6. Unless otherwise agreed, daily fines incurred due to delays shall be incurred at 4 per mil of the total consideration payable pursuant to the Contract for each day of delay on the part of the Supplier. Nevertheless, total daily fines shall not exceed 15% of the total consideration payable pursuant to the Contract.

Daily fines shall be incurred automatically.

11.4 Defects

If the Delivery is associated with a defect upon delivery to the Contracting Authority or if a defect occurs for which the Supplier is liable under Clause 5, the Supplier shall be liable for the defect pursuant to Clause 11.5.

The Contracting Authority shall submit a written complaint within a reasonable period of time after having discovered the defect and no later than the expiration of the warranty period stated in Clause 5. For rectification work, a warranty period of one year shall apply from the date on which the rectification work was completed, unless the remaining warranty period is longer. The warranty period shall not run as long as rectification work or other activities necessary for the proper fulfilment of the contract are ongoing.

11.5 Effects of defects

In the event that the Contracting Authority makes a complaint, the Supplier shall commence rectification of the defect without delay. Rectification may be postponed in the event that the Contracting Authority has justified grounds for requesting such postponement. Rectification work shall be performed at no cost to the Contracting Authority.

In the event that the Supplier has not rectified the defect within a reasonable period of time, the Contracting Authority shall be entitled to perform rectification at the risk and expense of the Supplier either independently or using a third party, or to demand a discount. The same shall apply in the event that it would be of significant detriment to the Contracting Authority to await the Supplier's rectification. In such cases, the Supplier must be notified in writing before remedy is implemented.

The Contracting Authority may claim compensation for any losses incurred as a result of defects. Such compensation shall be limited to direct losses, unless the Supplier or anyone for which the Supplier is responsible has acted with gross negligence or wilful intent.

The Contracting Authority may terminate the Contract if the defect entails material breach of contract. In such cases, the Contracting Authority may refuse the Supplier's offer of rectification.

11.6 Suspension of performance

In the event of a breach of contract on the part of the Supplier, the Contracting Authority may withhold payment, although the amount withheld shall not be obviously higher than what is necessary to secure the Contracting Authority's claim resulting from the breach. The Supplier shall not be entitled to suspend performance as a result of breach on the part of the Contracting Authority, unless such breach is material.

11.7 Price reduction

If the Supplier has not succeeded in rectifying a defect despite repeated attempts, the Contracting Authority may request a proportionate reduction in the contract sum. The price reduction shall compensate for the reduced value of what has been delivered, and shall be independent of any damages.

11.8 Termination

If there is a material breach of contract, the other party may, after having given the defaulting party written notice and granted it a reasonable deadline for remedying the situation, terminate the Contract for breach, in full or in part, with immediate effect.

If the services rendered prior to the termination date are of such a nature that the Contracting Authority has little or no benefit from the services rendered, the Contracting Authority may, in connection with termination, choose to demand the repayment of any consideration and any expenses that the Supplier has been paid under the Contract, with the addition of interest on late payment from the date on which payment was made. Apart from this, the Contracting Authority, to the extent it can utilise these services as intended, shall pay for any services rendered prior to the termination date after deducting any price reduction in accordance with Clause 11.7.

11.9 Damages

Either party may claim compensation in respect of any direct losses, including additional costs arising due to substitute purchases, losses incurred due to additional work and other direct costs associated with delays, defects or other breach of contract pursuant to Clause 11, unless the defaulting party demonstrates that the breach or cause of the breach was not caused by the defaulting party.

11.10 Indemnity

The Supplier shall indemnify the Contracting Authority in the event that the performance or result of the Delivery entails infringement of third-party patent rights or other intellectual property rights, except when this is necessary as a result of the Contracting Authority's specifications and the Supplier did not or could not have been expected to know that such infringement had occurred.

12 - FORCE MAJEURE

- 12.1** Force majeure refers to events that are beyond the control of a party and that the party could not have predicted at the time of entering into the Contract and that the party could not reasonably have been expected to overcome or avert the effects of.
- 12.2** Breach of contract shall not be deemed to exist to the extent it can be demonstrated that the fulfilment of the Contract has been prevented due to force majeure. Either party shall cover its own costs arising due to force majeure.
- 12.3** Any party wishing to invoke force majeure shall, as soon as possible, notify the other party of the force majeure situation, including the cause and anticipated duration.
- 12.4** Each party shall be entitled to terminate the Contract in the event that the force majeure situation persists or that it is clear that it will persist for more than 90 calendar days.

13 - INSURANCE

- 13.1** Unless otherwise agreed in Annex 4, the Supplier shall take out and maintain liability insurance at its own expense in relation to the Supplier's activities and the nature of the Delivery. In the event of installation works and/or testing, the liability insurance shall, as a minimum, fulfil the requirements set down in Clause 3.
- 13.2** Upon request from the Contracting Authority, the Supplier shall provide an insurance certificate documenting that this requirement has been met.

14 - RIGHTS TO RESULTS DUTY OF CONFIDENTIALITY

14.1 Right of ownership

In the event that the Delivery is created separately, the Contracting Authority shall be granted exclusive right of ownership to the Delivery as it is manufactured. All reports, drawings, specifications and similar documents drawn up in connection with the Delivery shall form part of the Delivery.

14.2 Duty of confidentiality

Any information that the parties exchange or otherwise acquire in connection with the Delivery shall be kept secret and shall not be disclosed to unauthorised parties without the written consent of the other party.

Nevertheless, a party may still disclose such information to third parties if the information was already known to the party at the time at which the party received such information or the information becomes publicly known through circumstances other than mistakes committed by either party, if the information is lawfully obtained from others without any imposition of secrecy or if necessary pursuant to applicable legislation. The duty of confidentiality shall also not prevent the parties from utilising experience and expertise developed in connection with the performance of the Contract.

The parties may also transfer information to unauthorised parties to the extent necessary for the fulfilment of the Contract, utilisation of the results of the Delivery or the object to which the Delivery relates, provided such other recipients of the information are subject to confidentiality requirements that correspond to this clause.

The Supplier shall not issue press releases or otherwise advertise that it has entered into this Contract without the written consent of the Contracting Authority.

The Contracting Authority's duty of confidentiality shall not be any more extensive than what arises from the Act of 10 February 1967 relating to procedure in cases concerning the public administration or equivalent sector-specific regulations.

The duty of confidentiality shall not preclude the disclosure of information that is required pursuant to laws or regulations, including public access pursuant to the Act of 19 May 2006 relating to public access to documents in the public administration. If possible, the other party must be notified before such information is disclosed.

The parties shall take all necessary precautions to prevent unauthorised persons from gaining access to, or knowledge of, confidential information. The duty of confidentiality shall apply to the employees, subcontractors and other third parties who act on behalf of the parties in connection with the performance of the Contract.

The duty of confidentiality shall continue to apply after the expiration of the Contract. Employees or others who resign from their positions with one of the parties shall be subjected to a duty of confidentiality following their resignation as well, as far as the circumstances mentioned above are concerned.

15 - TRANSFER OF RIGHTS AND OBLIGATIONS. OTHER ENTITES USE OF THE FRAMEWORK AGREEMENT

- 15.1** The Contracting Authority shall be entitled to transfer its rights and obligations under the Contract in whole or in part.
- 15.2** The Contracting Authority can require the contractor who shall carry out work for the Contracting Authority, to order goods from this framework agreement ("obliged use of the framework agreement").
- In conjunction with this obligation to use of the framework agreement the Contracting Authority can require the Supplier to fill out the contract summary in Annex 6. The contract summary shall be able to be part of the procurement documents for the building and civil engineering contract. When the building and civil engineering contract is signed, the Contracting Authority will give the contractor access to those parts of the framework agreement that are relevant for the contractor to order goods from this framework agreement.
- The Supplier is obliged to hold the information in the contract summary updated and answer any requests from the Contracting Authority's contractors.
- 15.3** The Supplier may not transfer its rights and obligations under the Contract without the Contracting Authority's written consent. Consent may not be denied without a valid reason.

16 - Evaluation

- 16.1** In connection with the ending of the Contract, an evaluation of the execution of the Contract shall be performed, including compliance with the provisions relating to corporate social responsibility. Evaluations may also be performed throughout the execution of long-term contracts. The Supplier shall contribute to the implementation of such evaluations, including by completing forms, participating in interviews represented by employees selected by the Contracting Authority, participating in meetings, etc. The Supplier shall receive a copy of the results of the evaluation and shall be given the opportunity to make any comments. Results from evaluations may be used as the basis for qualification, evaluation and selection of tenderers for the Contracting Authority's future contracts.

17 - CHOICE OF LAW AND LEGAL VENUE

- 17.1** The Contract shall be subject to Norwegian law.

- 17.2** The parties shall only accept lawsuits relating to the Contract in their respective courts of domicile. The Supplier shall also accept lawsuits at Oslo District Court.