

GENERAL PURCHASING TERMS AND CONDITIONS NETTPARTNER AS – 01.11.2019

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.

In the case of conflict of interpretation between the provisions of the General purchasing terms and conditions and the Agreement in its entirety, the following priority shall apply:

- a) Any written amendment to the General purchasing terms and conditions, approved by both Parties, with explicit reference to the provision in the General purchasing terms and conditions that is amended
- b) General purchasing terms and conditions Nettpartner AS (this document)
- c) Any other contractual provisions that are part of the Agreement, other attachments, schedules or appendices to the Agreement.

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

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 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.

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.

If agreed that the Supplier shall design and provide a complete delivery in accordance with the requirements and functional descriptions stated in the tender documents/ other documents, the Supplier is responsible for the performance of the delivery. Type of solutions, services and products must be adapted to the place of delivery, and to the conditions and the environment the Supplier was or should have been aware of.

Unless otherwise is agreed in writing, the Supplier shall have a sole responsibility for the execution of work. The Supplier's project manager must follow all instructions from Nettpartner and the Project Manager for the main project.

6. Liability ("back-to-back")

The Supplier is responsible for any claim from Nettpartner, the Client and any third party, that arises from the goods or services delivered by the Supplier under the Agreement.

This means, among other things, that costs incurred from the Client's claim that may entirely be related to the Supplier's goods, errors in instruction manuals or services delivered by the Supplier, shall be fully covered by the Supplier. In addition, the Supplier shall cover Nettpartner's directly documented costs associated with correcting this discrepancy.

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 (e.g. all types of remuneration and extension of deadlines related to risk in which the Client is responsible) can only be made applicable towards Nettpartner if the Client approves the corresponding claim from Nettpartner. This means that the Supplier's claim to remuneration depends on whether the Client accepts the claim.

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. This includes any legal actions. Under such circumstances, the Supplier shall cover all of 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. Change order and communication

The Supplier is obliged to familiarize himself with the Client's demands and requirements related to change orders including deadlines, schedules, formats etc. Unless otherwise is agreed in writing, change orders shall be sent to Nettpartner's project manager in right time and on the correct format.

The Supplier must ensure that the content of the change order is written/formulated in proper Norwegian or English language, and that he has sufficient documentation for the financial compensation he is claiming.

Unless otherwise is agreed in writing, all claims related to change orders from the Supplier shall contain the following documentation:

- Explanation
- Estimate manhours, costs and expected impact on the progress
- Pictures/images documenting the claim

Unless otherwise is agreed in writing, all claims related to change orders, after the change order has been executed by the Supplier, shall contain the following documentation:

- List of manhours used
- Pictures/images of execution
- All external invoices
- Additional documentation – used or disposed materials and/or services.

Upon a request from Nettpartner or the Client, the Supplier shall provide all necessary documentation.

Unless otherwise is stated in the Client's written documentation, e-mail is regarded as written communication.

8. 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 responsible for reviewing all relevant information and to train his employees before project start-up.

If the Supplier, or any subcontractor of the Supplier, has agreed to carry out any work related to the use of

explosives, he is obliged to ensure that extraordinary regulations are followed.

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.).

9. Documentation

The Supplier is responsible for documentation, including 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 carries all risk of documents, instructions etc., if damaged or destroyed while in the Supplier's custody unless the damage or destruction is caused by Nettpartner or someone Nettpartner is responsible for.

10. 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 are based on Incoterms 2015 DDP and include in addition to everything mentioned in the order, packaging, pallets, cargo, tolls, tariffs, taxes, certificates and other documentation required. It also include certificates and other documentation related to the good and/or the service.

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

For the individual order, the agreed price is valid at the time the order is confirmed by the Supplier. Agreed prices and other terms must be competitive at all times.

11. Invoice and payment

Credit period is **60 days** from the receipt of a correct invoice. Nettpartner does not accept up-front payments. 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 Supplier's claims cannot be disposed or pledged (e.g. factoring pledge) without the prior written consent of Nettpartner.

12. Delivery

Standard delivery term is Incoterms 2015 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.

13. Delay

A delay occurs when the Supplier does not deliver in accordance with the agreed deadlines.

If Nettpartner is significantly hindered in its progress of work, because of the Supplier's progress differs significantly from the Supplier's schedule, or if Nettpartner is significantly hindered because it is obvious that the Supplier will be delayed in his progress, Nettpartner has the right to intervene in the Supplier's work. This can be done with own employees or with other suppliers. The additional cost for Nettpartner that this incurs should be covered by the Supplier.

If the Supplier has acted with gross negligence or intention and this results in exceeding the above deadlines, the Supplier may be held liable for day-to-day sanctions from the Client.

If the Supplier's work is stopped due to HSE-failure pointed out by Nettpartner or Nettpartner's Client, the Supplier is solely responsible and no costs may be imposed on Nettpartner.

14. Defects

A defect exists if the Delivery, when received, does not meet the requirements specified in the Agreement.

Nettpartner shall submit a complaint concerning a defect within a reasonable time after the defect has been detected. Such complaints cannot be submitted later than 5 years and 1 months after delivery.

If the Delivery has a defect, the Suppliers shall without undue delay, rectify this. If, within a reasonable time, the Supplier has not rectified the defect, Nettpartner may repair the defect at the Supplier's cost and risk. Alternatively, Nettpartner may instead request replacement of delivery or price reduction.

If Nettpartner suffers losses as a result of the defect, Nettpartner may claim compensation for its losses. Documented consequential damages to third parties due to defects in material or service are covered by the Supplier.

If the defect causes significantly defaults, Nettpartner can cancel 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.

16. 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.

17. 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.

18. 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.

19. Force Majeure

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

By 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.

20. 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.

21. 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.

22. 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 shall have sufficient insurance to cover within the framework of general insurance terms and conditions to meet any claims that may be made by Nettpartner as a result of the Supplier's risk or liability pursuant to the Agreement. The Supplier shall be deemed to have satisfied this requirement by purchasing liability and risk insurance on terms deemed to be normal for insurance activities in Norway.

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).