

GENERAL PURCHASING TERMS AND CONDITIONS NETTPARTNER AS 20TH of September 2018

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.

Any claims/legal positions that Nettpartner’s Client makes applicable to Nettpartner based on the contractual relationship between Nettpartner and the Client, Nettpartner may accordingly promote towards the supplier/subcontractor (“back-to-back”), irrespective of any deviating or non-compliance in the contract between Nettpartner and supplier/subcontractor.

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 are 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.

Terms and conditions not covered by these General terms and conditions are regulated in NL09 and NS8405/8415.

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 available on Nettpartner’s website: www.nettpartner.no

3. Order and confirmation

When ordering goods and/or services, Nettpartner’s order to the Supplier shall always contain a purchase order number 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 within two working days. 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 for delivery

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

All documentation that commits Nettpartner to the Client, is also made applicable to the Supplier. This applies to the Client-Nettpartner contract, the Client's contract template, the current NS-contract, job descriptions, map views, product definitions etc. If the Client has specified additional requirements or deviations to the NS-contract, these shall also apply to the contractual relationship between Nettpartner and 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.

The delivery shall be appropriate for the purpose of use, and function as intended by Nettpartner. 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.

Prior to delivery, the Supplier is obliged to make sure that Nettpartner's specifications are suitable for fulfilling the purpose of the delivery. The Supplier must notify Nettpartner, without any undue delay, if Nettpartner's specifications do not meet the purpose of the Delivery. In case of unannounced notice, the Supplier shall be held liable.

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. 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.).

7. 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.

8. 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.

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.

9. 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.

10. 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.

11. Delay

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

If the Supplier understands, or must understand that the Delivery is delayed, he shall immediately notify Nettpartner. The notification should contain an explanation for the delay, a new and updated estimated time of delivery, and a description of the actions the Supplier will implement to minimize the delay. The Supplier is responsible for all costs that incurs by minimizing the delay, unless the delay is caused by Nettpartner.

If Nettpartner fails to meet project deadlines, due to a delay caused by the Supplier, the Supplier could be held economically responsible for penalties/fines the Client imposes on Nettpartner and/or direct, documentable additional costs Nettpartner has related to complete the project.

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.

12. 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 month after delivery.

If the Delivery has a defect, the Supplier 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 significant defaults, Nettpartner can cancel the agreement.

13. 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.

14. 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.

15. 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.

16. 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.

17. Other terms

Unless otherwise agreed in writing, the agreement with Nettpartner is not exclusive. Nettpartner may use other suppliers in the market.

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 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 (ref. NS8415, §10)

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).