General terms and conditions for purchases by OsloMet – Oslo Metropolitan University

Org. no 997 058 925

1 Application

1.1 These general terms and conditions apply to purchases of goods and services for OsloMet - Oslo Metropolitan University, hereinafter referred to as 'the Buyer'.

1.2 The Supplier is the addressee for the order and/or the party with whom a Contract is entered into.

1.3 Any deviations from the contractual terms or terms of delivery are without consequence for the delivery unless the Buyer has accepted the deviations in writing.

1.4 The general provisions of Norwegian Act No 27 of 13 May 1988 relating to the Sale of Goods apply unless otherwise expressly stated.

2 Orders and order confirmations

2.1 The Buyer is only committed by orders sent via the Buyer's electronic ordering system.

2.2 The Supplier shall send the Buyer an order confirmation as soon as possible after the order is placed.

2.3 If the Supplier cannot send an order confirmation in the course of five working days, the Supplier shall send confirmation that the order has been received without delay.

3 Price and terms of payment

3.1 The price shall be agreed in advance by the parties. The price includes all costs. The agreed price is exclusive of VAT.

3.2 Invoices and invoicing

3.2.1 Invoices shall be paid within 30 days. The deadline for payment shall not start running until delivery has been made and a correctly completed invoice has been received.

3.2.2 Invoices with vouchers shall be sent to the Buyer as an e-invoice in the correct file format (EHF) and with the information and in the manner required by the Buyer.

3.2.3 The order number generated by the Buyer's electronic ordering system shall be quoted on the invoice, delivery note and packing note (and any other documents). The order number consists of eight digits. The invoice shall not cover several orders.

3.2.4 The invoice shall be specified so that the Buyer can check that the invoiced goods or services have been delivered in accordance with the Contract. Invoice charges, reminder charges and other charges are not paid. For invoicing based on time spent, the hours worked must be specified.

3.3 In the event of late payment, the Supplier can demand interest on overdue payment in accordance with Act No 100 of 17 December 1976 relating to Interest on Overdue Payments etc.

3.4 The Supplier cannot assign invoices to a third party without the prior consent of the Buyer.

4 Delivery

4.1 Deliveries shall be made DDP (Incoterms 2010) to the agreed place at the agreed time.

4.2 The delivery of goods shall be deemed to have taken place once the goods have been received in the agreed place. The delivery shall be accompanied by a packing note, which shall be signed by the Buyer before delivery is deemed to have taken place.

4.3 Upon delivery, written documents containing necessary instructions for operation and maintenance shall accompany the goods.

4.4 The delivery of services shall be deemed to have taken place once the Service Provision has been completed as agreed and the Buyer has approved the delivery.

5 The Supplier's contractual obligations

5.1 The quality etc. of the goods

5.1.1 The Supplier shall deliver the goods in accordance with the requirements as regards their nature, quantity, quality, other properties and packaging as follows from the Contract.

5.1.2 The Supplier is responsible for ensuring that the delivered goods are in compliance with applicable legislation and approval requirements.

5.2 *The quality etc. of the Service Provision*

5.2.1 The Supplier shall provide services in accordance with the Contract. The Service Provision shall otherwise be suitable for the intended purpose.

5.2.2 The Supplier is responsible for ensuring that the Service Provision takes place in accordance with applicable legislation and is otherwise in accordance with relevant industry regulations and any other regulations that may have a bearing on the Service Provision. The Supplier shall obtain and maintain all necessary permits for the Service Provision, and, at the Buyer's request, shall provide documentation that it holds the necessary permits.

5.3 *Warranty*

5.3.1 For the first 24 months following delivery, the Supplier accepts liability for any faults or defects that may be uncovered. For part-deliveries, the warranty period starts to run from the time the whole delivery is fully installed and ready for use. The warranty period shall not be shorter, however, than is normal for the goods/industry concerned. During the warranty period, the Supplier shall, as soon as possible and for its own account, replace any defective parts or repair the delivery so that it is free of faults and defects of any kind.

5.3.2 This provision does not limit the Buyer's right to seek remedy for faults and defects pursuant to the Sale of Goods Act.

5.4 Transfer of title and rights, defects in title

5.4.1 Title to the goods/services shall be transferred to the Buyer when whichever of the following two events occurs first:

a. The time when the Buyer pays for the goods/services.
b. The time when the Buyer approves delivery of the goods/services.

5.4.2 Title, copyright and other relevant material and intellectual property rights to the Service Provision passes to the Buyer once payment is made, unless otherwise agreed in writing and subject to the limitations that follow from other agreements or legislation.

5.4.3 The Supplier shall deliver the goods and the services free of any third-party claims.

5.4.4 The Supplier shall deliver the goods with the necessary approvals, certificates and permits that are required by the public authorities.

5.4.5 The Supplier shall retain the rights to its own tools and methods. Furthermore, both parties may utilise general know-how that is not confidential and that they have acquired in connection with the Service Provision.

5.5 Transfer of documents – Where the service/goods are represented by documents, they shall be delivered together with the goods/service.

5.6 Notification obligation – If the Supplier is prevented from fulfilling its obligations in a timely manner, it shall, without undue delay, notify the Buyer of the impediment and the effect it will have on the Supplier's possibility of fulfilling its obligations. The Supplier must be able to document when and how such notification was given.

6 The Buyer's remedies for breach of contract

6.1 *Limitation period*

6.1.1 If the Buyer wishes to submit a claim for breach of contract, it must notify the Supplier in writing about the defect within a reasonable period after it discovered or should have discovered the defect.

6.1.2 If the Buyer does not submit a claim within 3 – three – years of the Buyer having approved the delivery, it cannot later invoke a claim for that defect. This does not apply if the Supplier, through a warranty or other agreement, has accepted liability for defects for a longer period.

6.1.3 The Buyer may nevertheless file a claim if the Supplier has acted with gross negligence or otherwise in breach of standards of integrity and good faith.

6.2 If the Buyer does not receive notification as stipulated in Clause 5.6 within a reasonable time after the Supplier became or should have become aware of the impediment, the Buyer can claim compensation for any loss that could have been avoided had the notification been received on time.

6.3 Withholding of payment – If the Buyer has claims as a result of the Supplier’s breach of contract, the Buyer is entitled to withhold as much of the purchase price as the breach appears to constitute of the total compensation.

6.4 *Daily penalty fines*

6.4.1 If the Supplier does not meet the agreed deadlines, a delay will be deemed to exist that constitute grounds for daily penalty fines. In the event of delays, the daily penalty fines start running automatically.

6.4.2 The daily penalty fine constitutes 1% of the compensation for the part of the delivery that is affected by the delay per working day the delay lasts, limited to 20 – twenty – working days. In any event, the daily penalty fine shall amount to at least NOK 1,000 per working day.

6.4.3 The Buyer cannot cancel the Contract while a daily penalty fine is running. This does not apply if the Supplier or any party for which it is responsible has acted with gross negligence or otherwise in breach of standards of integrity and good faith.

6.4.4 If the daily penalty fines do not cover the Buyer's documented direct loss as a result of the delay, the Buyer may claim compensation for the excess amount.

6.5 In the event of cancellation of the Contract, the Buyer is entitled to make a cover purchase in a reasonable manner and within reasonable time after

cancelling the Contract. In the event of a claim for compensation, the Buyer is entitled to the difference between the contract price and the price of the cover purchase, in addition to other compensation under this Contract.

6.6 Other legal remedies for breach of contract follow from the general provisions of Act No 27 of 13 May 1988 relating to the Sale of Goods.

7 The Buyer's contractual obligations

7.1 General obligations

The Buyer shall:

a) pay the purchase price;
b) contribute to the Supplier’s performance and delivery; and
c) be responsible for clarifying for the Supplier the purpose of the purchase and the Buyer’s requirements and needs.

7.2 Examination obligation – As soon as possible after delivery, the Buyer undertakes to examine the goods in accordance with generally accepted practice

7.3 Notification obligation – If the Buyer is prevented from fulfilling its obligations in a timely manner, it shall, without undue delay, notify the Supplier of the impediment and the effect it will have on the Buyer's possibility of fulfilling its obligations. The Buyer must be able to document when and how such notification was given.

8 Supplier’s remedies for breach of contract

8.1 Breach of the notification obligation – If the Supplier does not receive notification as stipulated in Clause 7.3 within a reasonable time after the Buyer became or should have become aware of the impediment, the Supplier can claim compensation for any loss that could have been avoided had the notification been received on time.

8.2 Supplier's right of retention – The Supplier cannot withhold performance of its obligations as a result of the Buyer's breach of contract. This does not apply if the breach of contract is a material one, however.

8.3 Other legal remedies for breach of contract – Other remedies follow from the general provisions of Act No 27 of 13 May 1988 relating to the Sale of Goods.

9 Suspension rules (force majeure)

9.1 The parties' obligations under this Contract can be suspended in cases where an impediment arises that is outside the affected Party's control and that it could not reasonably be expected to have taken into consideration at the time when the Contract was signed or could have avoided or overcome the consequences of in relation to fulfilling one or more contractual obligations

9.2 Suspension is conditional on the affected Party, without undue delay, notifying the other Party of the impediment and that the obligations are suspended for that reason.

10 Transfer of rights and obligations

The Contract – or parts thereof – may only be transferred with the written consent of the Buyer. If the Supplier merges or demerges, the Buyer is entitled to cancel the Contract immediately.

11 Advertisements

The Supplier must obtain the Buyer's prior approval if the Supplier, by for advertising purposes or in other ways, wishes to make information about the Contract publicly available beyond citing the delivery as a general reference.

12 Disputes

If a dispute should arise about the interpretation or legal effects of the contractual terms and conditions, endeavours shall be made to resolve the dispute through negotiation. The Buyer's jurisdiction is the legal venue. The same applies to guarantors. Disputes concerning the entering into, performance and/or interpretation of the Contract shall be decided pursuant to Norwegian law.