

# General Terms and Conditions for the Purchase of Goods – Flytoget AS

## 1 INTRODUCTION

- 1.1 These general terms and conditions apply for Flytoget's purchase of goods unless otherwise agreed in writing between the parties or is stated in the Contract defining the Parties' agreement regarding the purchase of the goods in question.
- 1.2 The party who has contracted to deliver the goods to Flytoget will be referred to as Supplier. Flytoget and the Supplier will jointly be referred to as the Parties.
- 1.3 The subject of the contract will be referred to as the Goods, irrespective of volumes and quantities. Unless otherwise stated in the Contract, Flytoget has the right to change, including the right to cancel, the whole or parts of the delivery up to seven working days before the agreed delivery date. The Supplier has no right to compensation for such changes where the Goods are ordinary merchandise. If the Goods are adopted according to Flytoget's order, and this is specified in the Contract, The Supplier may invoice documented costs incurred by the changes, not exceeding 50 % of the contract value.

## 2 SUPPLIER'S OBLIGATIONS

- 2.1 Supplier shall deliver the Goods to the agreed place and at the agreed time of delivery specified in the Contract. If assembly, installation and/or commissioning has been agreed, delivery has not taken place until the goods have been assembled, installed and commissioned as per the Contract.
- 2.2 The Goods must fulfil the contractual requirements concerning type, volume, quality, properties and packaging and be delivered without any lien, pledge or legal encumbrance. Unless otherwise agreed in writing, the Goods shall be new, produced from new parts and inputs, which are not deficient and functioning according to specifications. The Goods shall be fully able to fulfil their intended use and comply with applicable laws at the country of manufacture and destination.
- 2.3 Supplier shall deliver all agreed documentation together with the Goods, including user manual, operating and maintenance instructions, and/or a product datasheet. The documentation must be provided in Norwegian unless otherwise agreed in writing.
- 2.4 The delivery must be accompanied by a consignment note, packing list and delivery note. The delivery note must specify the following information:
- Supplier's name and address
  - Supplier's description of the goods, serial number and quantities
  - Flytoget's purchase order number
  - Delivery address
  - Flytoget's item code (if provided)
  - Number of items
  - Date of shipping

The documents must be provided in Norwegian unless otherwise agreed in writing.

## 3 FLYTOGET'S INSPECTION OF THE GOODS

- 3.1 Flytoget shall inspect the Goods without undue delay and in accordance with ordinary business practice, including a check of the number of items delivered. Flytoget's

inspection does not affect Flytoget's right to issue any claim concerning defective Goods at a later date.

- 3.2 The warranty period described in the Contract will commence no earlier than the date Flytoget has inspected the Goods.

## 4 PRICE AND TERMS OF PAYMENT

- 4.1 The price payable for the goods shall be specified in the Contract or in Flytoget's purchase order. All prices must be specified in NOK exclusive of VAT, but inclusive of all other taxes, fees, customs and import clearance costs, as well as packaging, administration charges and include insurance until delivery has been made. Carriage shall be included, if it has been agreed that Supplier is responsible for transport. If Flytoget has agreed to pay for any assembly, installation or commissioning work, these must be itemised on the relevant invoice.
- 4.2 Unless otherwise agreed, Supplier may submit his invoice when the Goods have been delivered and accepted by Flytoget.
- 4.3 Supplier's invoices must be itemised and accompanied by any and all documentation required to enable checking by Flytoget. All invoices must provide a reference number and the name a reference person, and must be addressed to:
- in pdf: faktura@flytoget.no  
or paper: Flytoget AS  
Postboks 425, Forus  
4067 Stavanger  
Norway
- 4.4 Invoices which are incorrectly completed or referenced may be rejected by Flytoget. In that case, Supplier shall credit the amount to Flytoget's account and issue a new, correct, invoice. The payment is due from the date of the correct invoice.
- 4.5 Payment will be made within 30 days from the invoice date.
- 4.6 Payment of an invoice implies no approval of the Goods, the invoice documents or the specification.
- 4.7 In case of late payment, Supplier is entitled to claim interest under the Norwegian Act of 17 December 1976 no. 100 relating to Interest on Overdue Payments.
- 4.8 No later than 60 days after the contract has expired, the delivery is made or Flytoget has terminated the relationship, the supplier shall send Flytoget a final invoice covering the amount previously agreed between the parties.

## 5 DELAY

- 5.1 The delivery is delayed if it is not delivered at the time specified in the Contract. If the information specified in Clause 2.4 is not included in the delivery, this will constitute delay under this Clause. If the Supplier becomes aware of any event or circumstance that may cause a delay, the Supplier must immediately notify Flytoget and present a plan for how the delay may be mitigated within a reasonable time. Flytoget may notify the Supplier that such a plan is unnecessary.
- 5.2 If the delivery is delayed, liquidated damages will automatically accrue measured from the date delivery should have taken place according to the Contract. Unless otherwise agreed in writing, liquidated damages will accrue at the rate of one per cent of the price payable for the Goods, exclusive

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of value added tax, per calendar day of delay until delivery has been made. Liquidated damages for delay cannot exceed 15 per cent of the price of the Goods.

- 5.3 Flytoget is entitled to terminate the Contract with immediate effect if a delay should constitute material breach of contract. If maximum liquidated damages have accrued, the delay will constitute material breach of contract. Flytoget will also be entitled to terminate the Contract if it becomes clear that a significant delay constituting material breach will occur.

### 6 DEFECTS

- 6.1 The goods will be defective if they fail to meet the requirements set out in Clause 2 above.
- 6.2 Supplier shall remedy any defect without undue delay and at no cost to Flytoget. Sufficient remedy may be rectification, re-delivery or additional delivery.
- 6.3 Rectification shall be performed at the place where the Goods are situated. If that is not possible, any transport and shipping in connection with the rectification will be performed for the Supplier's cost and risk.
- 6.4 Rectification, within the deadline defined in Clause 6.2, shall be undertaken at times that do not interfere with Flytoget's ordinary course of business. The Supplier will cover any and all costs incurred as a result of this Clause. If rectification of the Goods involves interference or works in connection with any other products, the Supplier is responsible for any and all such works, including their cost.
- 6.5 If the defect has not been remedied within the deadline defined in Clause 6.2, Flytoget is, after written notice to Supplier, entitled to claim
- a proportionate reduction in the price of the defective Goods or
  - to have the Goods in question remedied by a third party chosen by Flytoget.
- 6.6 Regardless of Clause 6.1 to 6.5 above, Flytoget is also entitled to claim damages for any loss incurred by defective Goods. Unless Supplier can prove that the loss was not caused by the defect in question.
- 6.7 Should the defect constitute material breach of Contract, Flytoget may terminate the Contract with immediate effect.

### 7 DAMAGES

- 7.1 Flytoget is entitled to claim damages for any loss suffered due to the Supplier's breach of contract. Flytoget's right to damages remains in force and effect regardless of whether Flytoget has also exercised their right to terminate the Contract for cause.
- 7.2 The Parties' liability for damages do not include liability for indirect loss as defined in Section 67 §2 and §3 of the Sales Act. This limitation does not apply in cases of gross negligence or intent.

### 8 ENVIRONMENTAL REQUIREMENTS

- 8.1 The goods must be approved, certified or registered in accordance with or pursuant to applicable legislation. Concerning chemicals and hazardous substances, Supplier must ensure that Flytoget have access to updated safety data sheets/HES product data sheet in Norwegian at all times, in accordance with current legislation, regulations and directions issued by public authorities.

### 9 SOCIAL REQUIREMENTS

- 9.1 Supplier shall ensure that his obligations under the following ILO Conventions are fulfilled by the entire chain of sub-suppliers, until the contract has been fulfilled in its entirety:
- No. 87 on Freedom of Association and the Protection of the Right to Organise
  - No. 98 on the Right to Organise and Collective Bargaining
  - No. 29 on Forced Labour
  - No. 105 on the Abolition of Forced Labour
  - No. 138 on Minimum Age
  - No. 111 on Discrimination (Employment and Occupation)
  - No. 100 on Equal Remuneration
  - No. 182 on Worst Forms of Child Labour
- 9.2 Any failure to fulfil obligations under clause 9.1 will constitute a material breach of contract.

### 10 INSURANCE

- 10.1 Supplier shall, at own cost, take out and maintain such insurances which are appropriate for Supplier's activities and the nature of the service provided, including liability insurance.
- 10.2 Supplier shall submit the certificate of insurance to Flytoget, no later than at the time of entering into the contract.

### 11 CONFIDENTIALITY

- 11.1 The parties are obliged to keep confidential any personal matters, operational issues and business secrets to which they may gain access in connection with their work under the contract. This non-disclosure obligation extends beyond the contract period and for as long as the relevant information remains confidential. If Supplier has been contracted to undertake assembly, installation or other work, Flytoget will demand that Supplier's personnel sign a specific declaration of confidentiality.
- 11.2 Supplier is not at liberty to quote Flytoget or the contract as reference to a third party without Flytoget's consent.
- Should Flytoget provide such consent, this will not revoke the non-disclosure obligation under clause 11.1.

### 12 CHOICE OF LAW AND VENUE

- 12.1 The parties agree that any and all disputes arising from this Contract, which cannot be settled amicably between the parties negotiating in good faith, shall be settled by the Norwegian courts and subject to Norwegian law.
- 12.2 The parties agree that Oslo Tingrett shall be the venue for any such disputes.

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