

## 1. APPLICATION

The Sale of Goods Act of the 13<sup>th</sup> of May 1988 No. 27 applies as general contract terms with the alterations and amendments which are provided in the specific provisions below.

All deliveries are to be executed according to prevailing laws and regulations, and other requirements stated by public authority. The Supplier is obligated to comply with Statnett's consistently prevailing Ethical Guidelines for Suppliers, attached.

## 2. ORDERS AND THE CONTRACT

Only written orders formulated as a signed Purchase Order in Statnett's form is binding between the Parties. The Supplier shall sign and return the Purchase Order without undue delay after reception.

The Contract consists of the following documents:

- The Purchase Order
- These General Contract Terms for the Purchase of Goods
- Statnett's specifications and drawings
- The Enquiry
- The Insurance Certificate
- Ethical Guidelines for Suppliers

If provisions in the Contract are contradictory, the documents are to be classified in the abovementioned order.

## 3. PRICE

All prices are excluding VAT. Prices are fixed throughout the entire duration of the contract, up until the final delivery has taken place. The price shall include any taxes, fees, customs fees as well as costs related to packing, packaging, transportation, insurance and unloading.

## 4. PAYMENT TERMS

Statnett SF requires the use of E-Invoicing.

Payment shall be made within 30 days after contractual delivery and the correct E-Invoice with agreed upon appendices are received.

Requirements to referencing on the E-Invoice:

Purchase Order Number (5 digit number, shall not contain letters, signs or spacing in the field), the Supplier Contract Number (up to 12 alphanumeric characters) or contact person (full name) at Statnett whom is the correct recipient of the invoice.

Invoices that are not in accordance with our requirements to referencing will be rejected. Invoices shall not be sent by post or by e-mail. These will be returned to the Supplier/Sender.

If the overdue amount is not paid on time, current interest will be paid in accordance with the Act relating to Interest on Overdue Payment etc. of the 17<sup>th</sup> of December 1976.

The cost of use of electronic invoicing is covered by the Supplier. The same applies to any reminders and credit notes.

For suppliers who do not have their own solution for issuing E-Invoices, Statnett offers access to a Web Portal. This is a free internet service for sending invoices electronically.

For more information, go to <https://www.pagero.com/project-pages/statnett-en/>. Here you will also find information concerning the Web Portal.

Questions can be directed to [faktura@statnett.no](mailto:faktura@statnett.no).

Transfer of an invoice to a third party does not exempt the Supplier from any liability towards Statnett after the Contract.

## 5. DELIVERY

The terms of delivery shall be the consistently prevailing version of the Incoterms DDP (Delivered Duty Paid) to the agreed upon delivery address. The Supplier is liable of keeping the goods fully insured up until the goods are delivered and received by Statnett. Delivery has been made when the goods are received at the agreed upon delivery location with the agreed upon documentation.

## 6. DELAY

If the agreed upon delivery time is not adhered to, and this is not due to force majeure or circumstances on Statnett's part, there has occurred a delay on the Supplier's part giving grounds for liquidated damages.

The liquidated damages shall be 0,15 % of the original contract sum per day, however, minimum NOK 2 000 per day.

The Supplier's total liability for delay in accordance with the Contract is limited to 15% of the original contract sum.

The Supplier is obligated to immediately notify Statnett in writing if there are grounds to presume that the agreed upon delivery time will not be adhered to.

## 7. REQUIREMENTS OF THE GOODS

The Supplier is liable that the goods and services that are delivered are in accordance with the Contract. All necessary documentation for use, maintenance and sale of the contract matter is an integrated part of the delivery. Statnett's quality

control and confirmation of the documentation and/or the goods does not exempt the Supplier for the obligations which he has undertaken in accordance with the Contract.

## **8. ALTERATIONS**

Statnett can impose alterations on the Supplier.

Any alteration to what is agreed in the Contract, shall be agreed upon in writing, and there shall be issued an Alteration Order to the Purchase Order which shall be signed by both parties.

The alterations must be in relation to what the Contract encompasses, and not substantially of a different nature. The alteration can for instance be an addition, reduction or alteration of the progress.

## **9. DOCUMENTS**

All drawings, calculations and other supporting documentation that the Supplier receives or creates for Statnett in connection with the delivery's execution, is Statnett's property and must not be exploited for other purposes, reproduced or made accessible to third-parties.

## **10. QUALITY AND HSE-SYSTEM**

The Supplier shall have a satisfactory quality and HSE-system which is adapted to the nature of the purchase. The Supplier shall be able to document the system at Statnett's request.

Statnett has the right to conduct audits of the Supplier, and any sub-suppliers. The Supplier undertakes to actively contribute to the execution of the audit. Each of the parties shall cover their own expenses associated with the audits.

If the audit uncovers deviations, the Suppliers shall without undue delay initiate correcting measures. Statnett can set a reasonable deadline for completion.

Failure to execute satisfactory corrective measures is considered a substantial breach.

## **11. LIABILITY FOR FAULT AND LACK OF CONFORMITY**

Unless otherwise agreed upon in the order, the Supplier undertakes a guarantee for fault and lack of conformity which presents itself within 5 years after the delivery has been received by Statnett.

The Supplier will, during this period of guarantee, as soon as possible and for his own account change defect parts, repair or deliver substitute goods, so that the delivered goods are without fault and lack of conformity of any sort.

For fault and lack of conformity that has been improved, the Supplier undertakes the same obligations as for the original delivery, commencing from the time the improvement took place.

## **12. CANCELLATION**

In the event of a substantial breach the other party can, after having given the party in breach a written notice and reasonable deadline to correct the circumstances, cancel the agreement with immediate enforcement.

Statnett can cancel the entire or parts of the agreement with immediate enforcement if the goods are substantially delayed. A substantial delay has occurred when delivery has failed to happen when maximum liquidated damages has been reached, or after the expiration of an accessory deadline if it expires later, or if the delivery is critical to Statnett due to other reasons.

If prior to the time of fulfillment it is clear that a breach of the Contract will take place which can give one of the parties the right to cancellation, the party can cancel the purchase already prior to the time of fulfillment. Cancellation can be prevented if the other party provides adequate security for fulfillment of the purchase.

## **13. CONFIDENTIALITY AND PUBLICATION**

Information which the parties are privy to in connection with the agreement shall be treated confidentially and not be made accessible to others without written consent from the other party. The duty of confidentiality prevails after the agreement has concluded. Personnel which is relieved of its service at one of the parties shall be imposed upon a duty of confidentiality also after their leave concerning the abovementioned.

The Supplier must obtain a written preapproval from Statnett if he intends to market or give the public information concerning orders exceeding providing the delivery as a general reference. The Supplier undertakes to enforce the same provisions in relation to his sub-suppliers.

The Supplier or his sub-suppliers are not permitted to use Statnett's name, logo etc. for commercials, marketing or similar for his goods and services without Statnett's written preapproval.

## **14. CANCELLATION OF ORDER**

Statnett has the right to, at any time, cancel the entire or parts of the Delivery by a written notice to the Supplier.

In the event of such cancellation of order, Statnett shall pay the Supplier: the part of the Contract sum which reflects the executed part of the Delivery, and all necessary documented direct costs which are

inflicted upon the Supplier in connection with the cancellation of the order.

In event of cancellation of the order, Statnett acquires the executed part of the Delivery.

#### **15. INSURANCE**

The Suppliers shall, on his own account, enter into and maintain a liability insurance adapted to the Supplier's corporation. The insurance policy shall cover loss and damage to people or goods with a liability sum of minimum 150G for each damage, unless otherwise agreed.

The Supplier shall attach a certificate of insurance as documentation for a valid insurance policy in the contract period.

#### **16. PATENTS AND IPR**

The Supplier shall keep Statnett indemnified against all liability, loss or expenses deriving from claims, lawsuits etc. which evolves during the execution of the work or from use and/or redistribution of products which the Supplier has delivered to Statnett.

#### **17. GOVERNING LAW AND JURISDICTION**

The parties' rights and obligations in accordance with this agreement is decided in its entirety by Norwegian law. Disputes that may occur in connection to the agreement shall be attempted to be solved by negotiations. If the negotiations are unsuccessful, the dispute shall be solved by ordinary court proceedings. The legal venue shall be Oslo tingrett (Oslo City Court).