



General conditions of purchase - The Institute of Marine Research (IMR)

1 INTRODUCTION

- 1.1 These General conditions of purchase shall apply for all purchases done by the IMR, unless otherwise agreed in writing between the parties.

2 DEFINITIONS

- 2.1 Purchaser: Institute of Marine Research (IMR)
Supplier: Company or person who in accordance with the Purchase order has entered into a contractual agreement with the IMR
Delivery: The Suppliers commitment according to the Purchase order and contract

3 CONTRACTUAL DOCUMENTS

- 3.1 Enquiries, offers, acceptance of offers and the Purchase order is to be regarded as part of the contract between the parties. In an event that the mentioned documents should be in conflict with any earlier agreement made between the parties, the first mentioned documents (enquiry, offer, acceptance of offer and the Purchase order) shall be given precedence.
- 3.2 The Purchaser is committed to the contract by the acceptance of offer based on the previously announced enquiry. The Purchase order is made to the Supplier based on the accepted offer.

4 CONFIRMATION OF ORDER

- 4.1 The Supplier shall confirm the Purchase order with a confirmation of order.

5 PRICE

- 5.1 Unless otherwise agreed, prices specified in the Purchase order is considered set, and shall include taxes and VAT. Any price change based on a currency disclaimer is only accepted if the fluctuation is more than + / - 2% of the base rate. If the base rate is not specified, it is to be based on the difference between the official exchange rate on the date of offer and the date of invoice. The adjustment of price can only be made applicable to the value that makes up the import value.

6 CONDITIONS OF PAYMENT

- 6.1 Purchaser is to pay the invoice within 30 days from receipt of a correct invoice, provided that the Supplier has met his obligations according to the Purchase order, and the Delivery including necessary documentation has taken place. Purchaser has the right to withhold any part of the payment that is connected to a disputed Delivery.
- 6.2 In case of any overdue payment, interest is to be paid in accordance with the Norwegian Act of Interest on Overdue payments of December 17 1976 nr.100.
- 6.3 Any agreed prepayment is limited to 1/3 of the contract's value. If such prepayment is agreed, Supplier is to present a bank guarantee in the form of self-debtor warranty or other satisfactory assurance of the prepayment. Alternatively the prepayment can be placed in an escrow account. Any cost connected to establishing this kind of guarantee is to be the responsibility of the Supplier.

7 TERMS OF DELIVERY/DELAYS

- 7.1 The delivery is to be performed according to the agreed terms of delivery (Incoterms 2010) to the specified location and time. Partial deliveries are normally not accepted.
- 7.2 If not otherwise agreed in writing, any delay in delivery shall result in a daily penalty being paid by the Supplier. The penalty is set to 0,1% of the purchase price excl.VAT for each business day that the delay is causing lack of use of the actual Delivery. The daily penalty is to be limited upwards to 10% of the purchase price excl. VAT.
- 7.3 If the Supplier at any time has any reason to believe that the Delivery will be delayed, he is to notify the Purchaser as soon as possible, stating the reason for the delay. The notification is to be made in writing.

8 DOCUMENTATION

- 8.1 Packing slips/Delivery notes/invoices, etc. shall only include deliveries connected to one Purchase Order and be marked with the Purchase Order Number and in accordance with the Purchase Order requirements. Packing slip/invoices must be completed so that each product line corresponds with the Purchase order when it comes to the position number, name of goods and specification.
- 8.2 All deliveries shall be marked in accordance with the delivery note/packing slip and instructions given in the Purchase Order. If a Delivery consists of several packages, each package shall contain the specified index. Unless the required documentation is presented on request, Deliveries that are not in accordance with these instructions may be returned to the Supplier at his expense and risk.
- 8.3 Gross weight of the Delivery shall be indicated on the goods and packing slip.
- 8.4 Invoices which do not comply with the Conditions of Purchase will be returned to the Supplier. Address of Delivery, address of invoice and number of Purchase order shall be clearly stated in the invoice.
- 8.5 If the Purchase order specifies specific certificates/documentation, these shall be delivered at the same time as the Delivery. These certificates/documentations are to be regarded as part of the Delivery.

8.6 If the Delivery is to be imported from outside Norway, the Supplier shall provide all custom invoices and certificates of origin that is required for import to Norway according to Incoterms 2010. A copy of custom invoices and certificates of origin are to follow the Delivery. Any cost that the Purchaser gets as a result of lacking or faulty documents as mentioned, is to be carried by the Supplier.

9 CHANGES TO THE PURCHASE ORDER

- 9.1 The Purchaser may at any time require changes to the Purchase order. Such requirements are to be done in writing. The Supplier is to confirm any such change in writing, stating the cost of the changed order and the change to the total cost of the Delivery.
- 9.2 Any disagreement connected to the cost of such changes, does not give the Supplier the right to withhold the original Delivery if this is possible to deliver without the required change.

10 DEFECTS/INSOLVENCY

- 10.1 The Supplier is responsible to ensure that the Delivery is of a standard that meets professional standards and the specifications described in the contractual documents, and that it complies with Norwegian and International law. The delivered goods shall be new and unused. The Supplier shall rectify any defect caused by defects in construction, material or production within a period of 2 years from the time of the Purchasers acceptance of the Delivery. Such a rectification is to be done without any cost to the Purchaser. If the Purchaser has been unable to use the Delivery as a consequence of the defect, the warranty period shall be extended beyond 2 years for the amount of time the delivery has been unusable. The Purchaser has the right to compensation for any documented loss he has suffered, limited to the cost of the Delivery.
- 10.2 Any parts that are replaced or repaired in effect of the warranty mentioned above, shall carry a new warranty of 2 years from the time of replacement or repair. This also applies to any repair of the original product.
- 10.3 A warranty is to be understood as an obligation for the Supplier to ensure that the Delivery fulfills the requirements of the contract or is renewed.
- 10.4 If the Supplier does not fulfill his obligations according to the Order of Purchase or is insolvent, the Purchaser shall have the right to choose between one or more of the following options:
- i) Annul the Purchase order.
 - ii) Withhold a necessary part of the payment to ensure that the Delivery can be done according to contract.
 - iii) Claim compensation for any loss that the Purchaser suffers, limited to the value of the Delivery.
 - iv) Demand a new Delivery.
 - v) Repair the defect at the Suppliers expense, either in person or through other providers. Supplier shall be noticed in writing in advance of such repair.
 - vi) Claim a reduction in price.

11 FORCE MAJEURE

- 11.1 Any party that is prevented from carrying out his obligations as a result of force majeure is to be free from his obligations.
- 11.2 The part affected by force majeure shall promptly notify the other party of the force majeure situation. If this is not done one is not entitled to be released from his obligations.
- 11.3 In a situation where a force majeure situation arises, each party shall carry own costs as a result of the situation.

12 ACCESS TO DOCUMENTS

- 12.1 On request, the Supplier shall give the Purchaser necessary and relevant information, including status reports, information about subcontractors etc.

13 OWNERSHIP

- 13.1 The Delivery, as a whole or in parts, together with necessary technical documentation for the purpose of fulfilling the Delivery, is to be the property of the Purchaser as it is paid. For the situation where the Purchaser pays the Delivery before it is made available to him, the Supplier is to mark the Delivery in a clear manner, and if possible keep the Delivery separate from other goods.
- 13.2 Any drawing, specification and other technical documentation which is sent from Purchaser to the Supplier is to be the property of the Purchaser, and is not to be copied in any way or left in care of any third party without the written consent of the Purchaser.

14 INTELLECTUAL PROPERTY RIGHTS

- 14.1 The Purchaser is not to be held liable for any claim from third parties connected to any infringement of intellectual property rights.

15 DUTY OF SECRECY

- 15.1 Both parties have a duty of secrecy according to the Norwegian public administration act, dated 10 February 1967.

16 COMMERCIAL USE OF AGREEMENT

- 16.1 The Supplier has no right to use the agreement for any commercial purposes in any form without the prior written consent of the Purchaser.

17 TRANSFER OF RIGHTS AND OBLIGATIONS

- 17.1 The Supplier has no right to transfer its rights and obligations under the contract without the prior written consent of the Purchaser.

18 ENVIRONMENTAL ISSUES

- 18.1 The Supplier is to deliver environmentally certified products where such products exist.

19 DISPUTES

- 19.1 Any disputes that arises from the contract or Purchase order is to be solved according to Norwegian law, and at the ordinary courts of the Purchasers business address.