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## 1. Introduction

**1.1** These purchase terms and conditions, along with any special conditions specified for the individual purchase order/purchase order change, from now on order, forming together the appointment's total purchase conditions. By the discrepancy between the English and the Norwegian text, applies the Norwegian text. By inconsistency between these general purchase terms and conditions and the special conditions specified in the individual order, the special terms in front of Norwegian law apply and purchase conditions go by contradiction in front of the sale of goods Act.

### 1.2 Definitions

BUYER general purchase conditions of Depro AS.

SELLER: the company or person who according to the purchase order is BUYER'S Contracting Party.

## 2. Offer

**2.1** The offer itself should be free of charge. Any deviation from the request the documents must be specified explicitly.

BUYER has the right to assume any offer or reject all.

## 3. Purchase order

**3.1** The purchase order shall be in writing. It applies in front of the request, supply and other agreements made between the parties.

**3.2** Changes of bookings are only valid if these are carried out in accordance with Point 3.1

**3.3** The SELLER cannot do other than what the current conditions as arising in accordance with clause 3.1 and

**3.4** unless the BUYER has accepted these in writing.

## 4. Order confirmation

**4.1** Unless otherwise agreed in writing, SELLER shall confirm the order by signing the copy of the BUYER'S order and return this to the buyer as its order confirmation within 7 days from the order date. If the BUYER still does not receive such confirmation as provided, the SELLER still bound by the order, but the BUYER may freely choose responsibility and cancel the order within a 30-day deadline as from the purchase date.

## 5. Price

**5.1** Prices specified in the purchase order are exclusive of VAT and are considered fixed if not otherwise is agreed in writing.

**5.2** The BUYER does not accept the invoice fee, handling fee, or the equivalent.

## **6. Terms of payment**

**6.1** BUYER shall pay the invoice within the agreed terms of payment calculated from receipt of correct invoice, provided that all of the SELLER'S obligations in accordance the purchase order are true and complete delivery has taken place. The SELLER delivers an agreed previously, is considered the payment terms from the delivery time agreed.

**6.2** In case of any conditions that require prepayment can PURCHASE require that SELLER sets a satisfactory bank guarantee.

## **7. Terms of delivery/Shipping instructions**

**7.1** The current incoterms is to be used for the delivery. If not otherwise agreed, the BUYER'S shipping address, DDP. The BUYER does not accept that the seller makes use of the shuttle with the tuner that pays if it is not made a written agreement about this in advance.

## **8. Packing list/Invoice**

**8.1** A packing list for every order to follow the delivery. All items must be clearly marked in accordance with the packing list and instructions on order. Packing slip should contain the purchase order number, number of parcels, item lines, weight and shipping points date.

**8.2** Certificates and/or other relevant documents that are a natural part of the shipment or is specified in the purchase order is considered as a part of the delivery and shall preferably be sent to mail Depro Document Control [ddc@depro.no](mailto:ddc@depro.no). Our purchase order number in subject line. Agree the delivery of other documentation before item delivery, in writing with the responsible purchaser in each case.

**8.3** The invoice should only pertain to a purchase order if not otherwise is agreed in writing. The invoiced amount shall be in accordance with the purchase order, the purchase order option approved change. The invoice shall be selected in accordance with the purchase order. Part invoicing allowed only if this is agreed in writing in advance. The final invoice shall be received by the BUYER within 60 days after complete delivery. Invoices received after this date will be rejected by BUYER. The invoice that is not in accordance with clause 8.3 will be returned to SELLER and forms no basis for payment.

**8.4** Violation of the requirements under point 8.1-8.2 can allow the shipment to be rejected.

## **9. Documents of origin/Customs invoices**

**9.1** For introduced items that require proof of origin, the proof of origin, and customs invoice is sent to the BUYER via email.

**9.2** Direct expenses such as BUYING is being inflicted due to missing evidence or of origin, customs invoice, are charged SELLING and can be deducted from the original price.

**9.3** SELLER shall also be able to provide documentation on the origin of products that are not imported in their entirety to Norway.

## **10. Delivery time/Delay**

**10.1** Delivery shall take place at the appointed time. The SELLER is deemed not to have fulfilled its obligations before all item lines and related documentation according to the purchase order is completely delivered. Partial deliveries are not accepted and cannot be considered as a partial fulfillment of the SELLER'S delivery obligations unless this is agreed in writing in advance.

**10.2** SELLER shall immediately inform the BUYER in writing if there is reason to assume that the agreed delivery time cannot be met. It should be specified in the notice the reason for the delay and how much delay is believed to be. The SELLER commits also to inform about what measures he will take to reduce the delay.

**10.3** If delivery is delayed, the BUYER can require a liquidated damages with 0.35% per calendar day of the total purchase sum, limited to 15%.

**10.4** If the delay is due to circumstances that fall within SELLER'S control sphere, the buyer can demand liquidated damages or require replacing both direct and indirect loss.

**10.5** If the delivery is or seems to be delayed and the delay is of significant importance for the BUYER, BUYER can without liability, terminate the purchase order.

**10.6** SELLER shall endeavor that the delay and damage the impact of this will be most reduced. If the SELLER claims Force Majeure, satisfactory documentation must be presented for BUYER.

## **11. Change of order/cancellation**

**11.1** BUYER may at any time require the change of the order.

**11.2** Such required changes should be confirmed in the form of written confirmations from the buyer who then shall be verified in accordance with point 4. SELLER shall as soon as possible, at the latest however within 7 days, notify the BUYER in writing about the effects the changes will get for the price, delivery time and technical specification. If the SELLER fails to provide such notice within the time limit, he can lose the right to claim the change of price and delivery time. The contents of the written purchase order issued to immediately change taken. Execution obligation applies no matter if there's disagreement about the compensation for such changes or about the impact the change will have on the delivery time. Price level in the original order to be added to the base for the calculation of prices on the order change.

**11.3** BUYER may at any time in writing to make full or partial cancellation with immediate effect. SELLER shall in that case be paid for what has already been delivered. For goods and services in the work that is not delivered, it will be made for documented, accrued and necessary costs, assuming SELLER do their best to limit these.

## **12. Liability for defects/insolvency**

**12.1** SELLER is responsible for ensuring that the shipment is expertly executed and in accordance with the purchase order specifications and Government regulations. The SELLER undertakes to remedy free of charge any defects that are due to faulty construction, materials or manufacture.

**12.2** If the SELLER fails to perform its obligations under the purchase order, the BUYER can select one or more of the following options:

- A** Require that the SELLER for their own cost immediately make the necessary fixes.
- B** Hold back a necessary amount to ensure remediation of the item.
- C** Require replacement for SELLER'S cost
- D** After written notice to the SELLER to remedy the lack of SELLER'S expense, either yourself or with the help of other vendors.
- E** Demand price reduction.

**12.3** If Seller becomes insolvent can BUYER free raise the purchase.

**12.4** If it turns out that the shipment has significant deficiencies BUYER can cancel the order.

**12.5** If the defective delivery due to circumstances that fall within SELLER's control sphere. BUYER can require replacing off direct and indirect loss.

## **13. Quality Assurance/HSE**

**13.1** SELLER shall have a certified quality system as defined in the ISO 9000 series, or a system of equivalent standard as the BUYER in advance and should approve that fits the shipment.

**13.2** SELLER shall have a documented, implemented and controllable health, security and environmental management system that is appropriate for the delivery, according to the laws and rules that apply in which the work is performed. BUYER shall have the right at any time to check the SELLER'S HSE management system. Seller shall immediately and within 24 hours, report to BUYER all serious and adverse events that may occur in connection with the fulfillment of the agreement.

#### **14. Indemnity**

**14.1** The SELLER is obliged to keep the buyer and the BUYER'S customers indemnified from any claims resulting from the personal injury, disease and death among the SELLER'S employees, as well as keeping the BUYER'S and the BUYER'S customers indemnified from any loss of or damage to property belonging to or used by the SELLER or the SELLER'S employees.

**14.2** Also, to keep SELLING duties the BUYER and the BUYER'S customers indemnified from any loss that SELLER should inflict on third parties.

#### **15. Force majeure**

**15.1** Neither party shall be deemed to have breached an obligation to order to the extent that it can be proved that the compliance has been prevented due to force majeure.

**15.2** The affected Party shall immediately give notice to the other party if the force majeure situation. He fails this, he cannot claim exemption for their obligations.

**15.3** In the case of force majeure, each of the parties cover their costs due to the force majeure situation.

#### **16. Right of disclosure**

**16.1** The BUYER has the right, upon request, to get all the desired information from the SELLER relating to the purchase order. Furthermore, the SELLER shall allow inspection by the BUYER and his customer`s themselves and with the subcontractor when the BUYER finds it necessary. The inspection does not exempt the SELLER of responsibility for the contract.

#### **17. Proprietary rights/confidentiality**

**17.1** The item, or any part of the item along with any required technical documentation for completing the item becomes the property of BUYER as the item is paid.

**17.2** All the information, drawings, specifications, computer programs and other technical documentation provided to SELLER or SELLER becomes familiar with through the purchase order, the BUYER'S property and must not be copied or left to the third party without BUYER'S prior written permission. Violation of this, is considered a significant breach of confidentiality rights.

#### **18. Inventions/patents**

**18.1** Inventions are SELLER does in connection with the shipment, to be BUYER'S property.

**18.2** SELLER shall provide the BUYER an irrevocable, royalty-free, non exclusive right of use to all inventions that is or comes under the SELLER'S control to the extent that this is necessary for the production, operation, maintenance and repair of the purchase item.

**18.3** The SELLER is responsible for that purchase item and its application do not conflict with third party patents or other protective rights, and to keep the BUYER harmless from any claims that may arise due to the violation of third party patents or other protective rules.

#### **19. Approvals**

**19.1** The SELLER is obliged to ensure that the purchase item satisfies the relevant regulations and directives according to the purchase order object, so as the machine directive, pressure equipment directive and the Atex directive and any other regulatory approvals for the current product.

#### **20. Place of jurisdiction**

**20.1** The Parties adopts the Jæren District Court as the right venue.