



460000xxxx – Seamanship Equipment

Annex C

Price and payment terms – Goods

1 General

This framework agreement obligates the Purchaser in the event of a call-off order. The framework agreement does not entail any purchase obligation for the Purchaser.

Unless otherwise agreed, the Contractor shall ensure that all users involved in the Framework Agreement, regardless of geographical location in Norway, have the same prices, terms and conditions.

The Purchaser shall in the same manner as for other big clients have the same offers/access to the same campaigns and prices. This applies to all goods deliverable by the Contractor within the scope of the Framework Agreement. The Contractor undertakes to make such offers known to the Purchaser.

2 Price statement to Purchaser

The prices related to the Framework Agreement are indicated in Annex D – Price Sheet and the Contractor's catalogue listing prices, including spare parts. All prices are ex. VAT.

The prices include all costs related to the delivery, including freight costs, packaging, administration and invoice costs, import duty, taxes and other duties. Coverage of such costs are subject to agreement with the Purchaser.

3 Payment terms

Payment shall be made within 30 days after the delivery is approved by the Purchaser and correct invoice with appendices are received.

Invoice for interest on overdue payment will not be accepted if delayed payment is due to inadequate invoice or Contractor's breach of contract.

Payment does not imply that the delivery has been approved.

4 Goods not included in the main assortment (provided goods list)

Goods that are not included in the provided goods listed and priced in Annex D – Price Sheet shall be priced pursuant to the same price regulations as other similar contracted goods under the Framework Agreement. This means that the Purchaser shall have the same or lower additional cost on purchase price for other/new goods as the average rate on additional cost for the relevant group in Annex D. If a product may be grouped in several groups in Annex D, the Contractor's additional cost shall correspond to or be lower than the average rate for additional cost for the relevant groups.

Purchase price includes the Contractor's costs directly related to the purchase of the relevant goods, including freight, packaging, administration fees, import duty and other charges/duties in addition to the price for the item itself. The Contractor's internal costs related to among others ordering/administration,

stock holding costs etc., are not included in the purchase price. Upon request from the Purchaser the Contractor shall document the purchase price.

5 Replacement product

The Contractor shall provide replacement products for products that are no longer in production during the agreement period or if the Contractor wishes to replace an item required by the Purchaser with another similar item, for instance due to change of producer etc. Replacement products shall at least have the same quality and lower or same price as the replaced product. Replacement products must be approved by a competent authority at the Norwegian Armed Forces.

In the event the Contractor fails to deliver in accordance with the Purchaser's order, the Contractor must initiate a dialogue with the Purchaser in order to ensure a good solution and potentially an alternative delivery.

6 Volume discount

When the Contractor is awarded relevant volume discounts by their subcontractors or producers, such volume discount shall benefit the Purchaser. The Contractor undertakes to inform the Purchaser of such agreements/discounts.

7 Access

The Purchaser shall have the right to at any time audit the Contractor's prices and underlying bases.

Upon the Purchaser's request the Contractor undertakes to give the Purchaser's controlling body, or the controlling organisation authorised by the Purchaser, full access to required documentation in order to ensure effective cost revision and cost control, including purchase prices, freight prices and other relevant documentation.

The Purchaser may request that the Contractor's auditor prepares a confirmation stating that the provided prices are in accordance with the Framework Agreement.

8 Price adjustment

Price adjustments may be done 12 months after the Framework Agreement has been signed, at the earliest. Any additional price adjustments must be made with a minimum interval of 12 months.

The Parties are responsible for applying for and documenting requests for price adjustments. For this Framework Agreement the Statistics Norway's index consumer price index shall be used when applying for price adjustment.

The Index adjustment is based on the last known index value prior to the tender deadline in the prior tender. The first price adjustment corresponds to the index adjustment during the period from tender deadline and up to the time of the application for price adjustment. The following price adjustments correspond to the index adjustment at last price adjustment and up to the new application.

Price adjustments must be approved and formally accepted based on the Framework Agreement's regulations relating to changes prior to implementation. Application for price adjustment shall be handled by the other Party without undue delay. Neither of the Parties may refuse to approve correctly performed price adjustments pursuant to the above.

In the event that a decision is made after the signing of the Framework Agreement to change laws and regulations relating to the services rendered under the Framework Agreement that leads to changes to the Contractor's costs that are not accounted for in the index adjustment, the Parties are entitled to adjust the prices in accordance with documented cost changes. Adjustments pursuant to this paragraph are in effect as of the date the Parties notify each other.

9 Invoicing

9.1 Electronic invoicing

Invoices to the Purchaser are to be sent as e-invoice (EHF-format).

Electronic invoice address: 986105174

For information regarding EHF and the use of this format, please see:

<https://www.anskaffelser.no/verktoy/veiledere/how-send-electronic-invoice>

<https://vefa.difi.no/ehf/guide/invoice-and-creditnote/2.0/en>

<https://peppol.eu/what-is-peppol/peppol-country-profiles/norway-country-profile>

The Parties may agree to another invoicing format if the Contractor does not have access to systems that are compatible with the above mentioned system due to their geographical location.

9.2 Invoicing routines

The Contractor shall issue one invoice per call-off order. The Contractor may instead issue invoices weekly or monthly, after written agreement with the Contracting Authority.

9.3 Invoice format and information

The invoice must comply with applicable regulations cf. regulation of 1 December 2004 no. 1558 relating to bookkeeping (the bookkeeping regulation). In addition the invoice shall contain the following information:

- Agreement number/contract number
- purchase order/framework purchase order number

Invoices lacking reference, or that are sent to the wrong address may be rejected by the Purchaser. The invoice must specify the correct prices per unit and the total sum in accordance with the call-off order. Further requirements to information (and any enclosed information) are to be agreed at the implementation of the Framework Agreement.

Any credit notes related to previous invoices for services must meet the same requirements to content as the original invoice.

A copy of the original invoice must be enclosed any payment reminders and notices of debt collection.

9.4 Value Added Tax

Invoices for deliveries that are liable for VAT must contain VAT. If only a part of the scope of delivery is liable to VAT, the liable part and the non-liable part must be invoiced separately.

9.5 Transferral of claim to third party

The Contractor may not transfer outstanding claims related to this Framework Agreement to a third party without prior written approval from the Purchaser.

The Contractor remains liable for all their obligation towards the Purchaser even if the Purchaser has given their written approval to the transferral of the Contractor's claims to a third party.