

## Annex 2.2



# CONTENTS

<b>1</b>	<b>GENERAL PROVISIONS</b> .....	<b>4</b>
1.1	Definitions .....	4
1.2	General .....	4
1.3	The Parties' contact persons .....	4
1.4	Communication .....	4
1.5	Contract.....	4
1.6	Order .....	5
1.7	Progress plan .....	5
1.8	Options .....	5
<b>2</b>	<b>PAYMENT</b> .....	<b>5</b>
2.1	Prices.....	5
2.2	Price changes .....	5
2.3	Travel costs .....	5
2.4	Payment terms.....	6
<b>3</b>	<b>EXECUTION OF THE DELIVERY</b> .....	<b>6</b>
3.1	Delivery terms .....	6
3.2	Preparations for assembly .....	6
3.3	Completion.....	6
3.4	Inspection of the Delivery .....	6
3.5	Training .....	7
3.6	Trial period.....	8
3.7	Takeover proceedings .....	8
<b>4</b>	<b>CANCELLATION</b> .....	<b>8</b>
<b>5</b>	<b>GUARANTEE</b> .....	<b>9</b>
5.1	Guarantee period.....	9
5.2	Uptime guarantee during the guarantee period.....	9
5.3	Response-time guarantee.....	9
<b>6</b>	<b>THE SUPPLIER'S GENERAL OBLIGATIONS</b> .....	<b>9</b>
6.1	The Supplier's responsibility for its obligations .....	9
6.2	Requirements to equipment and materials.....	9
6.3	Requirements to the Supplier's resources.....	10
6.4	Use of subcontractors .....	10
6.5	Quality assurance.....	10
6.6	Special requirements as to Health, Environment and Safety .....	11
<b>7</b>	<b>CHANGES</b> .....	<b>11</b>
<b>8</b>	<b>MEETINGS AND REPORTS</b> .....	<b>11</b>
<b>9</b>	<b>BREACH OF CONTRACT</b> .....	<b>12</b>
9.1	Breach of contract .....	12
9.2	Delays .....	12
9.3	Sanctions for breach of contract .....	12
9.4	Material breach of contract .....	13
9.5	Force Majeure .....	14
<b>10</b>	<b>INSURANCE</b> .....	<b>14</b>

11	<b>INDEMNIFICATION</b>	14
12	<b>CONFIDENTIALITY</b>	14
13	<b>ASSIGNMENT OF THE CONTRACT</b>	15
14	<b>CHOICE OF LAW AND DISPUTE RESOLUTION</b>	15
15	<b>SOCIAL RESPONSIBILITY AND ETHICAL GUIDELINES</b>	15
15.1	Human rights	15
15.2	Principles and employee rights	16
15.3	Environment	16
15.4	Health and safety	17
15.5	Requirements to the protection of the external environment	17
15.6	Packaging	17
15.7	Follow-up	17
15.8	Breaches	17

## 1 GENERAL PROVISIONS

### 1.1 Definitions

The Contract is the Contract Document and its annexes (refer to clause 1.5).

The Contract Document is the document that is signed by the Parties and confirms that the Contract has been entered into.

Parties: the parties in Contract are stated in the Contract Document and are hereinafter called the Client and Supplier respectively.

General Conditions is the name of this document.

The Delivery is the description of the supply requirements agreed to deliver in accordance with the Contract.

The Contract Sum is the total payment to be made in accordance with the Contract.

An Order is one or more written call-off orders under the Contract.

The Assembly Site is the place where the delivery is to be finally assembled.

### 1.2 General

These General Conditions apply to all procurements of clinical and biomedical engineering equipment for Oslo University Hospital Health Authority (Client).

The Supplier has accepted these conditions by entering into the Contract. Any deviating conditions do not affect the Parties unless the Client has agreed to these in writing.

The Supplier's own conditions that may be attached as accompanying documents, order confirmations or invoices are not accepted to the extent these deviate from the General Conditions.

### 1.3 The Parties' contact persons

Each of the Parties is to appoint a contact person who is to be authorised to act on behalf of the Party in all matters relating to the Contract.

Each of the Parties shall also appoint a person who is to be responsible for carrying out the assembly work on behalf of the Party and to be available to the other Party during the assembly phase until the actual takeover has occurred.

The Parties' contact persons are stated in the Contract Document.

### 1.4 Communication

All communication regarding the Contract is to be with the Parties' contact persons. Inquiries are to be answered without undue delay.

### 1.5 Contract

The Contract normally consists of:

- Contract Document
- General Conditions for the Procurement of Clinical and Biomedical Engineering Equipment for Oslo University Hospital Health Authority

- Price Form (filled in)
- Requirement Form (filled in)
- The Supplier's tender letter
- Any agreed additions or amendments

### 1.6 Order

The Client is only bound by a valid written or electronic order.

The Supplier shall send an order confirmation to the Client when an order is received, agreeing to the Delivery in accordance with the order.

### 1.7 Progress plan

The Delivery is to be carried out in accordance with the progress plan in the Contract Document and associated Order Document.

### 1.8 Options

The Contract's conditions will also apply in the case the client choose to use any options, which the Client will have a unilateral right to trigger.

## 2 PAYMENT

### 2.1 Prices

The Contract prices are stated in the Contract Document and filled-in Price Form.

The prices are stated in NOK, are net exclusive of value added tax and are to cover all the costs incurred by the Supplier in carrying out the Delivery, including packaging, administration, invoicing, freight, assembly, insurance, travel and meeting costs, parking fees, customs duty, taxes and other public duties, etc, as well as the training which is included in the tender.

All costs for manufacturer-specific preventive maintenance and any repairs during the guarantee period are to be included in the price.

To the extent that the service is priced by the hour, the Client shall not pay overtime or compensation for work during evenings, at night or during public holidays unless such work is especially ordered by the Client.

### 2.2 Price changes

All prices are fixed for two years after the contract signing. After this, the prices shall not be increased by more than the increase in the consumer price index (CPI), Statistics Norway.

Fluctuations in exchange rates do not lead to any changes to the contract prices.

### 2.3 Travel costs

The Parties each pay their own costs in connection with travel/meetings relating to the execution of the Contract.

## 2.4 Payment terms

Terms for payment is free invoicing month plus 30 days. The period starts the date when the Client receives the correct invoice. The Act relating to interest on overdue payments, etc, of 17 December 1976 no. 100 and regulations issued pursuant to this Act apply to payments that are not made on time.

Payment of an invoice does not entail any acceptance of the Delivery. Disputed claims do not fall due for payment until agreement has been reached or a final and enforceable judgment has been issued.

In the case of any pre-payment, the Supplier shall provide a bank guarantee for the amount. If it has been agreed that the Supplier is to provide a bank guarantee, the Client is not obliged to make any payments until it has received such a guarantee.

## 3 EXECUTION OF THE DELIVERY

### 3.1 Delivery terms

Delivery is to take place as agreed in the Contract Document.

### 3.2 Preparations for assembly

The Supplier shall notify the Client in writing the need to arrange the Assembly Site, and any requirements linked to access and storage of materials and equipment.

### 3.3 Completion

The Supplier shall notify the Client in writing when the Delivery is completed and ready for final inspection.

### 3.4 Inspection of the Delivery

Unless otherwise agreed, the Supplier shall inspect the Delivery upon arrival and carry out a final inspection (SAT) to ensure that the Delivery is in accordance with the Contract.

Unless otherwise agreed, the final inspection has to be carried out in accordance with the manufacturer's inspection requirements. The Client (clinical and biomedical engineering personnel) shall take part in the final inspection unless otherwise agreed.

The Client undertakes to assist the Supplier so that a final inspection can be carried out.

### **3.5 Training**

#### **3.5.1 The Supplier's training duties**

The Supplier is obliged to provide training in accordance to the request the Client specified in the competitive tendering process. The Supplier undertakes to provide expert assistance and tuition and to ensure that arrangements will be made for training in accordance with the Client's requirements and specifications, so that sufficient knowledge is transferred to the Client for the equipment to be operated and maintained in a safe and efficient manner and in compliance with rules and regulations.

#### **3.5.2 General training requirements**

The training shall comprise a theoretical review with a demonstration of the technical description (simplified) and functions, the operating instructions, training in user-programming as well as part of the preventive periodical maintenance instructions that include daily inspections, checks, clean and light maintenance. The Supplier should give the hospital's clinical personnel thorough initial training in connection with the delivery of the equipment (following the inspection upon arrival and final inspection). Written training materials in Norwegian are to be offered.

#### **3.5.3 Agreed training**

A distinction is drawn between user training, super-user training and training for clinical and biomedical engineering personnel. The requirement specification will state the training that is required.

#### **3.5.4 User training**

The training of users will mainly consist of two parts – main training in connection with commissioning/installation/starting to use of the Delivery, and a follow-up once the Delivery is in use. The Supplier shall prepare a training plan that is subject to the Client's approval.

#### **3.5.5 Super-user training**

The super-user training shall correspond to the user training but super-users are also to be given in depth training so that they are able to carry out simple maintenance work on the equipment.

#### **3.5.6 Training for clinical and biomedical engineering personnel**

Training/courses for clinical and biomedical engineering personnel (service courses) are to be held by the manufacturer. The training must be equivalent to the training given to the Supplier's own service personnel unless other training has been approved by the Client. After completing a service course, the Client's clinical and biomedical engineering personnel must be able to carry out preventive maintenance and repairs and have full access to all the equipment's service functions (including passwords to service menus, etc). The Supplier shall provide a course certificate after completion of a service course.

At the request of the Client, the Supplier undertakes to provide new technical training to the Client's clinical and biomedical engineering personnel at any time, both to maintain the level of knowledge and to train new clinical and biomedical engineers. The conditions for such training are to be agreed on by the parties, but are to be based on the price stated for technical training/service courses in the tender.

### 3.6 Trial period

After the Supplier's final inspection and if relevant the Client's inspection upon arrival has approved the Delivery, a trial operations period will be relevant for some Deliveries. The Client's need for trial operations will be stated in the Contract Document.

Trial operations period normally starts after the inspection upon arrival has been passed or from an agreed date. The trial operations period, which is normally three months, is intended to register any faults and defects in the product, treatment, system, production capacity, software and operational stability during normal clinical routines.

The Client reserves the right to extend the trial operations period until all faults and defects have been rectified and the trial operations period has been approved by the Client. If any significant faults or interruptions to operations occur, the Client may demand a new three-month period of trial operations from the date when the fault/interruption to operations is revealed.

A record is to be kept of registered faults and defects. The Client is to report any faults and defects which arise immediately. The records are to be signed by both Parties once the faults and defects have been rectified.

Once any faults and defects have been rectified/resolved and the equipment is regarded by the Client as having satisfactory operational stability, takeover proceedings are to be held.

### 3.7 Takeover proceedings

Once the inspection upon arrival and trial operations (when this has been contractually agreed) have been carried out and approved, takeover proceedings are to be held.

The Delivery is taken over by the Client through formal takeover proceedings. Takeover takes place after an approved final inspection, inspection upon arrival and, if relevant, trial operations. Once the takeover minutes have been signed by both Parties, the guarantee period for the equipment starts and the risk relating to the Delivery passes from the Supplier to the Client.

## 4 CANCELLATION

The Client may cancel the Delivery under this contract in whole or in part by giving one (1) month's written notice.

In the case of such a cancellation, the Client shall pay:

- a) The amount that the Supplier is owed for that part of the Delivery that has already been carried out.
- b) The Supplier's necessary and documented direct costs relating to the reallocation of personnel.



- c) Other documented direct costs that the Supplier incurs as a result of the cancellation, including outlays and costs that the Supplier has incurred before the cancellation was received and which the Supplier cannot make use of in other contexts.

In the case of a partial cancellation, the cancellation fee is to be calculated on the basis of the cancelled work's share of the contract price.

## 5 GUARANTEE

### 5.1 Guarantee period

The guarantee period starts once the takeover minutes have been signed by both Parties. The scope of the guarantee will be stated in the Contract Document. The guarantee period is normally two years unless otherwise agreed.

The guarantee covers work, materials, transport, repairs and manufacturer-specific preventive maintenance, as well as all the other costs of carrying out the guarantee obligations.

### 5.2 Uptime guarantee during the guarantee period

The Client guaranteed uptime during the guarantee period in accordance with the reply to the Requirement Specification.

### 5.3 Response-time guarantee

The Client is guaranteed response time (time taken for technical personnel to attend) in accordance with the reply to the Requirement Specification.

## 6 THE SUPPLIER'S GENERAL OBLIGATIONS

### 6.1 The Supplier's responsibility for its obligations

The Supplier shall carry out the Delivery with the degree of professional skill that can be expected from recognised suppliers in the same or a similar industry. The Delivery shall comply with the requirements stipulated in the Contract and meet all the requirements as to, quantity, quality, properties and packaging stipulated in the Contract. The Delivery shall be suitable for the intended purpose and free of any defect in title of any kind.

### 6.2 Requirements to equipment and materials

Unless otherwise agreed, the Supplier is responsible for all the equipment and materials necessary for carrying out the Delivery. In addition, the Supplier is responsible for any damage to the Delivery that occurs before the risk passes from the Supplier to the Client unless the damage is due to the Client or someone or something that the Client is liable for.

### 6.3 Requirements to the Supplier's resources

The Delivery is to be carried out in accordance with prevailing laws and regulations and must be professionally carried out, documented and/or inspected by qualified and authorised personnel when this is required. The Supplier shall obtain and maintain all necessary permits in connection with carrying out of the Delivery and shall at the Client's request present documentation showing that the necessary permits have been obtained.

The Supplier is responsible for the skilled personnel provided having the public authorisations, certificates of apprenticeship, machine-operator licences and certificates, etc, that are necessary for carrying out the Delivery. The Client is entitled to check such information if it so requests.

In case of any changes to laws, regulations or public provisions that affect the Delivery and enter into force before the agreed delivery has to take place, the Supplier is obliged to carry out rectifying work in accordance with the guidelines stated in clause 7.

Any replacement of the Supplier's key personnel is subject to written approval of the Client. Such approval may not be refused without reasonable grounds. The training of new personnel shall be paid for by the Supplier.

The Supplier undertakes to replace, as quickly as possible, personnel that the Client does not, based on reasonable grounds, want to use or wishes to have replaced, with other personnel with equivalent expertise. The replacement of personnel, key personnel and subcontractors shall not affect the Contract's progress plan or lead to the Client incurring increased costs.

### 6.4 Use of subcontractors

The Supplier shall not hand over major parts of the Delivery to subcontractors without the written consent of the Client. Such consent does not exempt the Supplier from any obligations pursuant to the Contract. Approved subcontractors are listed in the Contract Document.

Any replacement of subcontractors is subject to written approval from the Client. Such consent may not be refused without reasonable grounds.

### 6.5 Quality assurance

The Supplier shall have a satisfactory quality-assurance system that is adapted to the Delivery. The Supplier shall document the system for the Client upon request.

The Client shall be entitled to audit the Supplier and any subcontractors. The Supplier undertakes to contribute to the conduct of any such audit.

If an audit reveals non-conformances, the Supplier undertakes to implement corrective measures without undue delay. The Client may stipulate a reasonable deadline for implementation.

A failure to implement corrective measures comprises a material breach of contract.

The Client undertakes to make arrangements so that the Supplier has access to quality documents that are relevant to the carrying out of the Delivery.

## 6.6 Special requirements as to Health, Environment and Safety

The Supplier shall comply with all the statutory health, environment and safety (HES) requirements, as well as the Client's special HES requirements. The Supplier undertakes to inform personnel involved in the contract about the Client's prevailing HES requirements and guidelines and to ensure that these are complied with. The Client's special HES requirements that apply to the contract will be stated in the **Requirement Specification**.

In the case of deliveries of chemical substances, a regulation HES data sheet is to be delivered together with the Delivery.

The Supplier is responsible for its own personnel at all times having and using mandatory personal protective and safety equipment as well as equipment that prevents unintentional emissions to the air, ground and water. Special requirements linked to personal protective and safety equipment, as well as to environmental-security equipment, will be stated in the Requirement Specification.

## 7 CHANGES

No major changes are allowed to the contract.

The Client may, within what the Parties could reasonably have expected when the contract was entered into, make a written request for quality and/or quantity changes to the Delivery as well as changes to the progress plan.

If the Supplier wishes to propose any changes, the Client must be notified of this in writing as soon as the Supplier becomes aware of this.

Payment for changes shall be in accordance with the contract's original unit prices and price level. If changes lead to any increase in costs or savings, the Parties are to negotiate separately on this but based on the unit prices.

Changes must be approved by the Client in a written change order before they are implemented.

When the Supplier receives a change order, it must implement this without undue delay, even if the change order's effect on the price, progress plan or other conditions in the contract has still not been clarified. Disputed change orders are to be dealt with in accordance with the guidelines stated in clause 14, Choice of Law and Dispute Resolution.

## 8 MEETINGS AND REPORTS

If the Delivery's scope and complexity so require, regular meetings may be arranged between the Parties to ensure correct fulfilment of contractual obligations. The requirements for meetings, agendas and the guidelines that apply to holding meetings are stated in the contract document.

The parties are responsible for their own costs relating to meetings.

The Supplier shall report in accordance with requirements and guidelines stipulated in the contract document.

## 9 BREACH OF CONTRACT

### 9.1 Breach of contract

A breach of contract exists on the part of the Supplier if the work is not in accordance with the performance, functions, requirements and deadlines that have been agreed on and this is not due to the Client's circumstances or circumstances for which the Client bears the risk. The same applies to the Supplier's other obligations pursuant to the contract.

The Client shall complain in writing without undue delay once the breach of contract has been discovered or ought to have been discovered.

### 9.2 Delays

A delay exists if the Supplier does not deliver at the agreed time or if the quantity or quality of the Delivery is not in accordance with the contract, unless the delay is due to the Client's circumstances or force majeure. The same applies if the Supplier does not deliver in accordance with the agreed progress plan.

Should the Supplier's work on the Delivery have such defects as to significantly affect the Client's purpose of having the Delivery, the Client may choose to equate this with a delay.

In the case of delay or expected delay, the Supplier shall notify the Client of this in writing without undue delay. This notification shall state the reason for the delay and when the Delivery will be carried out.

Should the Client not receive any such notification within a reasonable time after the date when the Supplier found out, or ought to have found out, about the impediment, the Client may claim compensation for any loss that could have been avoided if the notification had been received in time?

### 9.3 Sanctions for breach of contract

#### 9.3.1 Withholding of payment

In the case of a breach of contract, the Client may withhold payment, but may not withhold obviously more than that which is necessary to safeguard the Client's claim resulting from the breach of contract.

#### 9.3.2 Liquidated damages

Should there be any delay in accordance with clause 9.2, the Client may claim liquidated damages without documenting any loss caused by the delay.

The liquidated damages shall equal 1% of the contract sum if the final agreed deadline is exceeded, subject to a minimum of NOK 1,000 per working day.

The liquidated damages shall equal 1% of the contract sum for that part of the Delivery that is to be completed by an interim deadline, subject to a minimum of NOK 500 per working day.

The liquidated damages shall be limited to a maximum of 15% of the part of the price which relates to the part of the Delivery that cannot be taken into use as assumed.

### 9.3.3 Repairs, redeliveries and price discounts

If the Client complains, the Supplier shall start to repair the defect immediately. Repairs may be postponed if the Client has reasonable grounds for demanding this. Repairs must be carried out at no cost to the Client and without any greater inconvenience to the Client's ordinary operations than is reasonable.

The repair shall be carried out at the site where the Delivery is located, unless otherwise agreed on between the Parties. To the extent that the equipment/material is to be sent to the Supplier for repair or redelivery, the Supplier is liable for the costs relating to this.

If the defective equipment/material is an integral part of the Client's existing equipment, the Supplier is liable for costs relating to dismantling and installing this. If a repair cannot be carried out without causing significant inconvenience to the Client, the Supplier is to redeliver.

If the Supplier has not repaired the defect within a reasonable time, the Client is entitled, either itself or via others, to carry out the repair or to make a replacement purchase at the Supplier's expense and risk or to demand a proportionate price discount in writing. The same applies if waiting for the Supplier's repair will cause significant inconvenience to the Client. In such cases, the Supplier is to be notified in writing before the repair is started or a replacement purchase is made.

### 9.3.4 Termination

The Client may terminate the contract if a material breach of contract has occurred. In such cases, the Client may refuse the Supplier's offer of a repair, redelivery and price discount.

### 9.3.5 Damages

The Client may claim damages for direct losses suffered as a result of any delay, defect or other breach of contract on the part of the Supplier, unless the Supplier can prove that the breach of contract is not due to the Supplier. If the Supplier or any party that the Supplier is liable for has exhibited gross negligence or intent, the Client may also claim damages for indirect losses.

The Client's right to damages is independent of any other claims that the Client may or does allege as a result of a breach of contract, including liquidated damages.

## 9.4 Material breach of contract

The Supplier's bankruptcy, insolvency, breach of other significant financial assumptions, repeated breach of instructions or breach of public laws and regulations, fraud, negligence or other factors which breach the relationship of trust with the Client, or delays or defects which lead to the Client's purpose of entering into the Contract not being achieved always comprise a material breach of contract. The list in this clause is not to be seen as exhaustive list with regard to the assessment of what comprises a material breach contract.

### 9.5 Force Majeure

The Parties shall not be held liable for delays or defects if it is proven that these are due to an impediment that is outside the Parties' control and which the Parties could not reasonably be expected to have taken into consideration when the Contract was entered into or to have avoided or overcome the consequences of.

If the delay or defect is caused by a third party that the Supplier has asked to fulfil all or part of the Delivery, the Supplier is only exempt from liability if the third party also would have been exempt from liability according to the force majeure rules. The same applies if the delay or defect is caused by a supplier that the Supplier has used or by any other party in the previous sales chain.

In connection with force majeure, the parties have mutual duty to inform each other of any factors that should be assumed to be of importance to the other party. This information is to be provided without undue delay. In a force majeure situation, the opposite party may only cancel the contract if the party affected consents to this or if the situation lasts or is expected to last for more than 60 days.

## 10 INSURANCE

The Supplier is obliged, at its own expense, to take out and maintain insurances adapted to the Supplier's operations and the nature of the Delivery.

The Supplier undertakes to take out and maintain insurances covering the damage and liability cases that may arise during the performance of the contract.

The Supplier undertakes to have a satisfactory accident insurance policy and mandatory personnel insurances for its employees.

The Client may demand to see documentation of the insurance cover and scope of the insurance.

The insurance requirements apply from the date when the contract is signed until the date when the takeover minutes are signed by both parties.

## 11 INDEMNIFICATION

The Supplier shall indemnify the Client for any claim resulting from damage to the Supplier's property and claims from its own or a third party's personnel.

The Supplier shall indemnify the Client for damage to objects or persons which is due to the Delivery not being in accordance with the safety level that the Client could reasonably expect.

When assessing the safety level that could be expected, consideration is to be paid to all the factors relating to the Delivery, its presentation, marketing and expected usage.

The Parties shall inform each other when claims that affect the other Party are made by a third party.

## 12 CONFIDENTIALITY

Information that the Parties and their personnel become aware of in connection with the Contract and its execution shall be dealt with as confidential even after the contractual relationship ends.

The duty of confidentiality shall not be more extensive than that which follows from the Act relating to procedure in cases concerning the public administration of 10 February 1967 (Public Administration Act) or sector-specific regulations, and will not prevent the disclosure of information that is required to be presented pursuant to the Act relating to the right of access to documents held by public authorities and public undertakings of 19 May 2006 (Freedom of Information Act).

The Supplier shall not announce the fact that this Contract has been entered into or use the Client as a reference without the Client's written consent. Consent may not be refused without reasonable grounds.

A breach of this provision is regarded as a material breach of contract.

### **13 ASSIGNMENT OF THE CONTRACT**

The Client may assign its rights and obligations pursuant to the Contract, in whole or in part, provided the Client can prove that the assignee has the financial strength necessary to fulfil the Client's obligations pursuant to the Contract.

The Supplier may not assign or create a charge on the Contract, parts of it or an interest in it, without the Client's consent. Such consent shall not be refused without reasonable grounds.

### **14 CHOICE OF LAW AND DISPUTE RESOLUTION**

The Contract shall be regulated by Norwegian legislation in all respects and legal disputes relating to the Contract shall be resolved according to the Norwegian rules of civil and criminal procedure.

Attempts are to be made to resolve any dispute between the Parties through negotiations. Should no solution be achieved, the matter shall be referred to the ordinary courts.

The correct legal venue is the Client's legal venue.

### **15 SOCIAL RESPONSIBILITY AND ETHICAL GUIDELINES**

Our suppliers and contracting parties shall respect fundamental social and ethical requirements in their own operations and in the supplier chain. Products that are delivered to the Client must be manufactured under conditions that are compatible with the requirements stated below. The guidelines are based on important UN and ILO conventions and national labour legislation at the manufacturing site. The requirements state minimum, not maximum, standards. If the guidelines and national laws or regulations deal with the same issue, the highest standard shall always apply. If the Client's Supplier uses subcontractors to fulfil this contract, the Supplier is obliged to maintain, and contribute to compliance with, the requirements stated below in its subcontractors.

#### **15.1 Human rights**

The Supplier shall respect the UN Convention for the Protection of Human Rights and Fundamental Freedoms.

## 15.2 Principles and employee rights

### 15.2.1 National legislation

The Supplier and its subcontractors undertake to comply with the labour legislation in the manufacturer country and this always comprises a minimum level for the employees' rights. This means that laws and regulations relating to: 1) pay and working-hour provisions; 2) health, environment and safety; 3) normal appointments; 4) brutal treatment; and 5) statutory insurances and social schemes must be complied with. If the guidelines and national laws or regulations deal with the same topic, the highest standard shall always apply.

### 15.2.2 Prohibition against child labour

According to article 32 of the UN Convention on the Rights of the Child and ILO Conventions nos. 138 and 182, child labour is forbidden. Children have among other things the right to be protected against being economically exploited at work and against carrying out work that may weaken their opportunities to take an education and develop. If such child labour takes place, efforts are to be made to phase it out quickly. Arrangements are at the same time to be made for the children to be given an opportunity to support themselves and take an education until they are no longer of school-age.

### 15.2.3 Forced labour/slave labour (ILO Conventions no. 29 and 105)

There must be no form of forced labour, slave labour or involuntary labour. Workers must not have to provide the employer with a deposit or identity papers and must be free to terminate the employment relationship following a reasonable period of notice.

### 15.2.4 Discrimination

There must be no discrimination in working life based on ethnicity, religion, age, disability, gender, marital status, sexual orientation, trade-union membership or political affiliation (ILO Conventions nos. 100 and 111).

### 15.2.5 Freedom to join a trade union and right to hold collective negotiations

The employees shall without exception be entitled to join or establish trade unions as they see fit, and to bargain collectively (ILO Conventions nos. 87 and 98). If these rights are restricted or are being developed, the Supplier shall contribute to the employees meeting the management to discuss pay and working conditions without this having any negative consequences for the workers.

### 15.2.6 Pay and working hours

The national minimum wage is the lowest acceptable level and must always be enough to cover basic needs. The salary is to be paid directly to the employee, in full and on time. The working hours per week shall not exceed the legal limit and overtime shall be paid for in accordance with the law.

## 15.3 Environment

National and international environmental legislation and regulations shall be complied with. Relevant emission permits must have been obtained when necessary. Harmful chemicals and other substances shall be dealt with in a proper manner.

All other things being equal, the Client will prefer equipment and deliveries that are beneficial to the employees' working conditions and have a positive effect on environmental factors, such as lower emissions and less energy consumption – Suppliers are requested to submit any relevant documentation.



The Supplier is responsible for returning/destroying the equipment at the end of its lifetime.

#### **15.4 Health and safety**

The working environment shall be in accordance with the manufacturing country's legislation and international guidelines

#### **15.5 Requirements to the protection of the external environment**

The Supplier shall, throughout the contract period, have routines which ensure that the products delivered in accordance with the Contract do not contain prohibited substances or more than the maximum permitted concentrations of dangerous chemicals that are strictly regulated in Norway.

#### **15.6 Packaging**

Suppliers that use packaging shall, at the latest when the Contract is entered into, submit documentation of their participation in a recycling scheme or fulfilment of this obligation by managing their own recycling scheme, involving a final-treatment scheme in which the packaging is taken care of in an environmentally appropriate manner by Grønt Punkt Norge AS or suchlike.

#### **15.7 Follow-up**

The Supplier shall ensure that the employee rights stated in clause 15 are complied with in its own operations and in the subcontractor or subcontractors that help to fulfil this contract. If requested by the Client, this shall be documented by:

- Own reports and/or
- Follow-up conversations and/or
- An independent party's inspection of the working conditions and/or
- Third-party certification, such as SA8000 or the equivalent

#### **15.8 Breaches**

A breach of clause 15 entails a breach of contract in accordance with clause 9 of the General Conditions. In the case of a breach of contract, the Supplier undertakes to rectify the defects pointed out by a deadline determined by the Client, as long as this is not unreasonably short. The rectification must be documented in writing and in the manner determined by the Client. Any failure to rectify is to be regarded as a material breach of contract and will allow the Client to terminate the contract.