

**CONTRACT (B contract)**

**between**

**Felleskjøpet Agri SA ("Felleskjøpet Agri") as the Buyer**

**and**

**NN (Supplier) as the supplier**

## 1. PARTIES TO THE CONTRACT

Felleskjøpet Agri: Felleskjøpet Agri SA, Depotgata 22, 2000 Lillestrøm, Norway.  
Business Registration Number: 911 608 103.

Supplier: (Supplier's company name, address, postcode, town) Business Registration Number:  
000 000 000

## 2. CONTACT PERSONS

Contract Manager – Felleskjøpet Agri:	Contract Manager – Supplier:
Name:	Name:
Phone:	Phone:
Email:	Email:

## 3. GENERAL PROVISIONS

The Contract includes these contract provisions: The Contract, The Purchasing terms and conditions for Felleskjøpet Agri, the associated appendices and any amendments agreed in writing.

The Delivery refers to the Goods and/or Services the Supplier shall supply in accordance with the Contract.

In the event of a conflict, the following contract documents shall take precedence:

1. The Contract
2. The Purchasing terms and conditions for Felleskjøpet Agri
3. Code of Conduct
4. Other appendices in the order listed in the Contract

In the event of a conflict between orders/call-offs and the Contract's documents, orders/call-offs shall take precedence.

## 4. VALIDITY

The Contract is valid from [Klikk her for å skrive inn en dato.](#) until [Klikk her for å skrive inn en dato.](#) The parties may terminate the Contract upon [Choose an element](#) months' written notice.

## 5. CALL OFF/ORDER

**Velg det punktet under som er relevant for din avtale og slett det andre punktet.**

**All orders under this Agreement shall be made in Felleskjøpet Agris digital ordering solution, Digikjøp, to be valid and binding on Felleskjøpet Agri. The order number from Digikjøp shall be stated on all invoices from the Supplier in order of being approved by Felleskjøpet Agri.**

**All orders/call-offs under this Contract shall be made in writing. Only orders/call-offs in which the price, volume, Buyer's name and department are clearly stated are valid and binding upon Felleskjøpet Agri.**

In all communication that includes orders/call-offs and deliveries, Felleskjøpet Agri's purchase order number shall be entered on the order/call-off, any order confirmations, as well as packing slips and invoices. The Buyer's reference shall also be included on all relevant documents.

## 6. SCOPE OF CONTRACT AND PRICES

### 6.1. Scope of contract

The Contract includes purchase of the Goods and/or Services defined in the appendices.

### 6.2. Prices

Prices and other commercial terms and conditions are defined in the appendices. All prices are exclusive of VAT. See also Purchasing terms and conditions for Felleskjøpet Agri.

### 6.3. Price adjustments

Prices may be adjusted to the extent that regulations or statutory resolutions regarding taxes change and impact the Supplier's compensation or costs.

The price of Goods and Services may be adjusted no earlier than 12 months after the Contract has been signed. A price adjustment claim shall include the Supplier's documented relevant cost escalations, and have an upper limit equivalent to the increase in Norway's official consumer price index (main index) based on the index for the month that the contract was signed. Such price adjustments can be applied to Felleskjøpet Agri upon 1 (one) month's written notice.

Changes in foreign exchange rates beyond +/- 5% and which impact the Supplier's costs in connection with the Delivery can be applied to Felleskjøpet Agri upon 1 (one) month's written notice. Increases in costs resulting from exchange rate variations must be documented. If increases in foreign exchange rates are the basis for price adjustments, the compensation shall be reduced correspondingly if foreign exchange rates subsequently should fall, without Felleskjøpet Agri having to demand this.

## 7. DELIVERY

The Delivery shall be in accordance with the agreed volume and quality, and the delivery shall be at the agreed time and at the right place.

Felleskjøpet Agri shall inspect the Delivery after receipt within a reasonable time frame.

The delivery of Goods shall be approved once the inspection has been performed and the accompanying packing slip has been signed by Felleskjøpet Agri, and if applicable, installations and tests have been performed and approved in writing by Felleskjøpet Agri.

The delivery of services is approved once Felleskjøpet Agri has received notification from the Supplier in accordance with item 10 that the delivery has been done and, within a reasonable time frame, shall confirm in writing that the Service has been accepted or not, stating the reason.

See also Purchasing terms and conditions for Felleskjøpet Agri unless otherwise specified in the Contract.

Unless otherwise specified in the Contract, the place and time of delivery shall be agreed at the time the order/call-off is made.

Unless otherwise agreed in the purchase agreement or for an individual delivery, the Standard delivery terms are FCA "specified point of delivery" in accordance with Incoterms 2010,

## 8. MARKET SUPPORT/BONUS

[Click here to enter text.](#)

## 9. LABELLING

See Purchasing terms and conditions for Felleskjøpet Agri unless otherwise specified in the Contract.

## 10. SUPPLIER'S OBLIGATIONS

The Delivery shall be in accordance with the requirements of the Contract and suitable for its intended purpose. Services shall be performed to the level of professional proficiency that may be expected of recognised suppliers within equivalent or similar sectors.

If the Supplier has appointed key personnel to perform Services, any replacement of such personnel should be approved beforehand in writing by Felleskjøpet Agri. Approval cannot be denied without reasonable grounds.

The Supplier shall at its own cost carry out immediate replacement of any of its own personnel that Felleskjøpet Agri considers has behaved in a censurable manner or is unfit to carry out the Service.

Once the Supplier regards the Service as performed, the Supplier shall notify Felleskjøpet Agri in writing to this effect.

## 11. PAYMENT

Unless otherwise agreed in the purchase agreement, or for an individual delivery, the standard payment term is 60 days net from the date of invoice..

Requirements for the correct invoice can be found in the Purchasing terms and conditions for Felleskjøpet Agri.

## 12. WARRANTY

The Supplier assumes liability for errors and defects demonstrated in the Delivery during [Choose an element](#) the months following approved delivery. In respect of part deliveries or part assignments, the warranty period starts from the time the whole Delivery has been received and approved in its entirety, or fully installed, approved and ready to use.

## 13. BREACH OF CONTRACT

### 13.1. Delays

A delay shall be regarded as having occurred when the Supplier does not deliver in accordance with the deadlines laid down in the Contract or in the orders/call-offs under the terms of the Contract, unless such delays are attributable to circumstances on the part of Felleskjøpet Agri.

If defects in the Delivery are such that the Delivery is not suitable for its intended purpose, Felleskjøpet Agri may refuse to accept the Delivery and elect to equate it with a delay.

### 13.2. Daily fines

In the event of a delay, a daily fine shall accrue automatically, which the Supplier is obliged to pay per calendar day the delay lasts. The daily fine constitutes [Choose an element](#). % of the total value excl. VAT of the delayed part of the Delivery and all other parts of the Delivery that cannot be used as intended because of the delay. The daily fine has an upper limit of 10% of the total value of the Delivery.

If the delay is attributable to the Supplier, or a party the Supplier has assumed responsibility for, having demonstrated gross negligence or intent, Felleskjøpet Agri may, instead of imposing a daily fine, require compensation for any loss it suffers as a consequence of the delay.

A delay beyond the maximum daily fine period shall be regarded as a fundamental breach of contract and shall entitle Felleskjøpet Agri to terminate the Contract and/or the delayed order/call-off.

### 13.3. Defects

The Supplier is responsible for any defects in the Delivery unless the defects are attributable to circumstances caused by Felleskjøpet Agri.

Felleskjøpet Agri shall submit a written claim within a reasonable time limit after the discovery of the defect, or after it should have discovered the defect, and no later than the agreed warranty period. In respect of replaced or repaired parts, an equivalent claim deadline shall run from the date that replacement or repair took place. Claim deadlines shall run as long as repairs or other activities necessary to the proper fulfilment of the Contract are being carried out.

If Felleskjøpet Agri fails to submit a timely claim, the defect cannot subsequently be made applicable. This does not apply if the Supplier, through a warranty or other agreement, has assumed liability for defects over a longer period. Felleskjøpet Agri may in any case claim the defect if the Supplier has committed gross negligence or has otherwise acted contrary to honesty and good faith.

#### 13.4. Remedies and liability concerning defects

In the event that Felleskjøpet Agri submits a claim, the Supplier shall commence repairs through rectification or delivery of substitute goods without undue delay. The repairs shall be conducted without costs to Felleskjøpet Agri.

If the Supplier has not rectified the defect within a reasonable time frame, Felleskjøpet Agri shall be entitled, itself, or in cooperation with a third party, to perform repairs at the Supplier's own expense and risk, or to claim a price reduction.

Felleskjøpet Agri is entitled to claim compensation for any loss it suffers as a consequence of the defect. Such compensation is limited to direct losses unless the Supplier, or a party the Supplier has assumed responsibility for, has demonstrated gross negligence or intent.

Felleskjøpet Agri may terminate the agreement and/or the order/call-off if the defect results in a fundamental breach of contract.

#### 13.5. Other remedies

If repairs are not carried out within a reasonable time frame, or if the Supplier does not succeed in rectifying the defect, Felleskjøpet Agri shall be entitled to claim a proportional price reduction.

If Felleskjøpet Agri has a claim resulting from a breach on the part of the Supplier, Felleskjøpet Agri may retain a corresponding amount of the total compensation.

If Felleskjøpet Agri should be held liable in accordance with the Product Liability Act (Act no. 104 of 23.12 1988) for damage caused by the product and Felleskjøpet Agri is unable to disclaim this liability, Felleskjøpet Agri has full recourse against the Supplier.

In the event of cancellation of the contract, Felleskjøpet Agri shall be entitled to make a substitute purchase within a reasonable time after cancellation. The Supplier shall compensate the difference between the contract price and the price of the substitute purchase. This is in addition to any other compensation in accordance with the Agreement.

If, in connection with the Supplier's business, debt settlement proceedings are opened, or composition/bankruptcy proceedings are instituted, or another form of creditor control is applied, or the Supplier is subject to liquidation, has suspended operations or finds itself in an equivalent process pursuant to national laws and regulations, Felleskjøpet Agri shall be entitled to cancel the Agreement with immediate effect.

#### 14. MODIFICATION

The provisions of this item apply only to Goods made especially for Felleskjøpet Agri, for installation and tests or for Services.

In line with what the parties may reasonably have expected when the Contract or orders/call-offs under the Contract were signed/placed, Felleskjøpet Agri may claim qualitative and/or quantitative modifications to the Delivery, as well as an amended delivery date.

If Felleskjøpet Agri requires modification(s), the Supplier shall draw up a description highlighting any impact on price and the schedule of work.

Compensation for any modification work shall be in accordance with the Contract's price, norms and rates, and otherwise shall be in accordance with the Contract's original price level. If any modification work results in a saving for Felleskjøpet Agri, such a saving shall be credited Felleskjøpet Agri.

If the parties are unable to agree about the amount that should be added to or deducted from the contract price, or other consequences resulting from modification work, the Supplier shall, in any case, implement the modification work without awaiting a final solution to the dispute.

Upon written notification, Felleskjøpet Agri may fully or partially cancel the Delivery with immediate effect. After such cancellation, Felleskjøpet Agri shall only be obliged to pay the amount owed to the Supplier for the part of the Service that has been performed, as well as cover documented and essential expenses that arise as a direct consequence of the cancellation.

**15. INDEMNIFICATION**

When the Delivery consists of Goods that have been made especially, or of Services, the Supplier shall indemnify Felleskjøpet Agri if the Delivery infringes third party patent rights, or other intangible assets, except when this is a necessary consequence of Felleskjøpet Agri's specifications and the Supplier knew or could reasonably be expected to know that an infringement had taken place.

**16. THE SUPPLIER'S RIGHTS**

When the Delivery consists of Goods that have been made especially, or of Services, Felleskjøpet Agri shall be granted exclusive right of ownership of the Delivery as it is manufactured. All reports, drawings, specifications and similar documents, as well as computer programmes prepared in connection with the Delivery, shall form part of the Delivery.

However, the Buyer shall not be granted right of ownership to the Supplier's design, technology, know-how, patents, etc. developed independently of the Agreement. Felleskjøpet Agri shall be granted an irrevocable, gratuitous and non-exclusive right of use to such rights that are necessary for completion, operation, maintenance, repair and modification of the manufactured Goods or outcome of the Service.

**17. DISPUTES**

In the event of any dispute regarding interpretation or legal effect of the terms and conditions, this shall be resolved through negotiations. If the negotiations are not successfully concluded within the agreed time, latest four weeks after the first negotiation meeting, the dispute shall be settled in an ordinary court of law. Nedre Romerike District Court is the legal venue.

The rights and obligations of the parties in accordance with this Contract shall be determined in their entirety by Norwegian law.

**18. APPENDIX**

- 1. Purchasing terms and conditions for Felleskjøpet Agri
- 2. Code of Conduct
- 3. Scope of Contract/prices
- 4. [Any other appendix]

Place:	Date:	Place:	Date:
For Felleskjøpet Agri SA		For the Supplier	
_____		_____	
Signature and block capitals		Signature and block capitals	

For Felleskjøpet Agri SA

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Signature and block capitals