

CONTRACT (C 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

<u>The Contract</u> comprises these contract provisions (Contract), Purchasing terms and conditions for Felleskjøpet Agri, associated appendices and any amendments agreed in writing.

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

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

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

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 3 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 DELIVERY AND PRICES

The Contract includes purchase of the following Goods and/or Services.

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All prices are fixed and are exclusive of VAT. Import duty and any other taxes and duties are included in the price. See also Purchasing terms and conditions for Felleskjøpet Agri.

7. LABELLING

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

8. DELIVERY

The Delivery shall be in accordance with the agreed volume and quality and delivery shall be at the agreed time and at the right place. The Buyer shall inspect the Delivery after receipt within a reasonable time frame.

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

Unless otherwise specified in the Contract, the place and date of delivery shall be agreed at the time the order 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.

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.

9. PAYMENT

Unless otherwise agreed in the purchase agreement, or for an individual delivery, the standard payment term is 45 days net from the date of invoice.

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

10. BREACH OF CONTRACT

10.1. Delays

The Supplier must notify Felleskjøpet Agri immediately if the Supplier has reason to believe that the Delivery cannot take place at the agreed time.

In the event of any delay that the Supplier is liable for, a daily fine will accrue, which the Supplier is obliged to pay. The amount of the daily fine shall comply with Purchasing terms and conditions for Felleskjøpet Agri.

10.2. Defects

The Supplier is responsible for any defects in the Delivery unless the defects are attributable to circumstances on the part of Felleskjøpet Agri.

Felleskjøpet Agri shall submit a written claim within a reasonable time frame after discovery of the defect, or after it should have discovered the defect, and no later than 2 years from the date of approved delivery.

In the event that Felleskjøpet Agri submits a claim, the Supplier must immediately commence to repair the defect.

Felleskjøpet Agri's remedies in the event of a breach comply with the Sale of Goods Act (Act no. 27 of 13th May 1988).

11. TRANSFER OF RIGHTS AND OBLIGATIONS

Transfer of the Contract – or parts of the contract – may only take place with the written consent of Felleskjøpet Agri.

12. 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.

13. APPENDIX

- Purchasing terms and conditions for Felleskjøpet Agri SA
 Code of Conduct
 Other relevant appendices should be specified here in numbered sequence

Place:	Date:	Place:	Date:
For Felleskjøp	oet Agri SA	For the Supplier	
Signature and block capitals		Signature	and block capitals
Place:	Date:		
For Felleskjøp	pet Agri SA		
Signature and	I block capitals		