

Purchasing terms and conditions for Felleskjøpet Agri SA – Purchase of Goods

Introduction

The purchasing terms and conditions for Felleskjøpet Agri AS are standard purchasing terms and conditions applicable to all types of procurement of services in Felleskjøpet Agri ("Purchasing Terms") to which the supplier must comply as part of the individual purchase agreement ("Agreement"). Invoice instructions for Felleskjøpet Agri and other documentation listed in clause 27 apply as part of the Purchasing Terms.

This document, information and other documentation referred to herein are published at www.felleskjopet.no under the menu item *For suppliers*.

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1. ETHICAL TRADE

Felleskjøpet Agri is a member of Ethical Trading Initiative Norway (IEH), and is committed to respecting the membership obligations as described in IEH's declaration of principles. This entails conducting socially responsible business activities that safeguard human rights, workers' rights, development and environment throughout the entire value chain.

Felleskjøpet Agri's suppliers shall comply with the described guidelines, and communicate to and follow up on any of its sub-suppliers' compliance with these requirements, see www.etiskhandel.no for more information. The supplier must be able to document that it is working to avoid violations of basic human and workers' rights in the production and manufacturing processes of the goods that are supplied to Felleskjøpet Agri. The supplier must also comply with and document procedures and guidelines based on key UN and ILO conventions on children's rights.

2. ENVIRONMENT

Felleskjøpet Agri is a control member of Grønt Punkt Norge AS and a participant in the collection and recycling of used packaging. Felleskjøpet Agri therefore monitors that suppliers and sub-suppliers pay compensation for all used packaging. Furthermore, Felleskjøpet Agri safeguards its responsibility for environmentally friendly return of electrical and electronic waste (EE waste) and batteries through its membership in the recycling company NORSIRK AS.

It is required that all of Felleskjøpet Agri's relevant suppliers are part of an approved scheme for collection and recycling of packaging waste as well as a return scheme for EE waste. An approved scheme means a scheme where collected and recycled packaging waste is registered with the Norwegian Environment Agency, www.miljodirektoratet.no, and attended to in accordance with FOR-2004-06-01-930: Regulations on recycling and management of waste (Waste Regulations). In the event Felleskjøpet Agri is the importer, Felleskjøpet Agri enters into the obligations as set out in this clause 2.

3. SUSTAINABILITY

Sustainable procurement involves a strong focus on the environment, long-term economic growth and social development.

Felleskjøpet Agri's suppliers shall commit to ensuring sustainable deliveries through systematic work throughout the entire value chain. The supplier must document all measures and plans for execution, verification and reporting. National and international environmental legislation must be observed at all times.

4. THE SUPPLIER'S QUALITY AND HSE SYSTEM

The supplier shall have an implemented and documented quality and HSE management system in accordance with one of the following:

- ISO 9001 Quality Management or similar
- ISO 14001 Environmental Management Systems or similar
- FOR 1996-12-06 no. 1127: Regulations on systematic health, safety and environmental work in enterprises (Internal Control Regulations) or the standard ISO 45001 Occupational health and safety

Felleskjøpet Agri may require that the supplier at all times comply with the HSE requirements applicable at the delivery site.

5. REQUIREMENTS FOR CHEMICALS

The supplier must comply with and document the requirements in national/international regulations that apply to the product, including, inter alia;

- FOR-2008-05-30-516: Regulations on registration, evaluation, authorisation and restriction of chemicals (the REACH Regulation) with attachments
- FOR-2012-06-16-622: Regulations on classification, labelling and packaging of chemical substances and mixtures (the CLP Regulation), with attachments
- FOR-2015-05-19-541: Regulations on the declaration of chemicals to the product register (the declaration regulation)
- FOR-2004-06-01-922: Regulations on restrictions on the use of hazardous chemicals and other products (the product regulation), with attachments

Suppliers of chemicals and chemical products shall, free of charge for Felleskjøpet Agri, make available their safety data sheets (SDS) via EcoOnline's web solutions in one of the following manners, in order of priority:

- 5.1 Prepared and published at EcoOnline with the ECO Publisher software solution.
- 5.2 Published at EcoOnline with ECO AnyLink. Safety data sheets that are developed in other solutions than ECO Publisher can then be made easily available. The suppliers that wish to outsource such work to EcoOnline AS, may do so by contacting www.ecoonline.no or by phone, +47 33 01 68 00.
- 5.3 For products classified as '*Hazardous goods*', '*Written instructions to the supplier*' must also be published.
- 5.4 In the event Felleskjøpet Agri is the importer, Felleskjøpet Agri enters into the obligations as set out in this clause 5.

6. DOCUMENTATION REQUIREMENTS

Felleskjøpet Agri may at all times ask the supplier to document that the obligations pursuant to the Purchase Terms are complied with, also via an independent party appointed by Felleskjøpet Agri.

7. SUPPLIER AUDIT

The supplier and its sub-suppliers are obligated to allow Felleskjøpet Agri's representative and auditor to conduct audits of the supplier's quality and HSE management systems and procedures. This right of access applies to all procedures and documents of relevance to the agreement in question. It applies in particular to matters related to ethical trade, environment and sustainable deliveries.

8. USE OF SUB-SUPPLIERS

The supplier shall not assign work related to the delivery to any sub-suppliers without Felleskjøpet Agri's written approval. Such approval does not exempt the Supplier from any obligations under the Agreement. If the supplier uses sub-suppliers to fulfil agreed terms and conditions, the supplier is fully responsible for the execution of the sub-suppliers' delivery as if the supplier itself had performed the work.

9. INSURANCE

The goods delivered under the Agreement shall be insured by the Supplier until the risk of the goods passes to Felleskjøpet Agri.

10. TRANSFER OF RIGHTS AND OBLIGATIONS

A transfer of the Agreement – or parts of it – may only take place after the written consent of Felleskjøpet Agri. In the event

the supplier merges or demerges, Felleskjøpet Agri is entitled to immediately terminate the Agreement.

11. OFFICIAL LEGAL REQUIREMENTS

The supplier is at all times responsible for the deliveries meeting all relevant official legal requirements.

12. PACKAGING AND LABELLING

- 12.1 The supplier is responsible for ensuring that all shipments are properly packaged for the specific transportation and carries the costs thereof. Disposable pallets and all other packaging shall be included in the product price.
- 12.2 Europallets are not exchanged without a separate agreement.
- 12.3 Pallets and other wooden packaging that are imported shall be heat-treated in line with the international plant health standard ISPM no. 15.
- 12.4 Outer packaging shall be marked with the name of the supplier, Felleskjøpet Agri's order number/purchase order number and place of delivery.

13. INFORMATION AND CONFIDENTIALITY

Information of which the parties become aware in connection with the Purchasing Terms and the Agreement shall be confidential and not made available to a third party without the consent of the other party.

The duty of confidentiality does not prevent the information from being used when no legitimate interest indicates that it shall be kept secret, for instance when it is generally known or generally available elsewhere.

The duty of confidentiality applies to the parties' employees, sub-suppliers and third parties acting on behalf of the parties in connection with the execution of the Agreement. The parties may only transfer confidential information to such sub-suppliers and third parties to the extent this is necessary for the execution of the Agreement, provided that they are imposed with a duty of confidentiality corresponding to what is stated in this clause 13.

Employees or others that resign from their positions with one of the parties shall be subject to the duty of confidentiality regarding above-mentioned matters also after their resignation. The duty of confidentiality expires five years after the expiry of the Agreement, unless otherwise provided by law or regulation.

For agreements where it is relevant to require a separate confidentiality and impartiality declaration from suppliers, such declaration must be signed and attached to the Agreement.

14. DOCUMENTATION

- 14.1 All certificates and other agreed product documentation are part of the delivery and shall be delivered with the goods. Without such documentation, the delivery will not be considered as received, and will consequently not be remunerated.
- 14.2 For goods/products that have countries within the EU/EFTA as country of origin, a product certificate must be enclosed with the consignment note, together with a copy of the invoice.
- 14.3 With each product, an instruction manual in Norwegian or other Scandinavian languages must be attached.
- 14.4 Labelling and user instructions shall always be in accordance with what is required by Norwegian laws and regulations.
- 14.5 The supplier shall, free of charge, deliver the necessary service and repair manuals, such as preparation instructions, repair instructions, workshop manuals and spare parts catalogues. This material shall preferably be in Norwegian or other Scandinavian languages.

15. WAGES AND WORKING CONDITIONS

As an employer, the supplier is responsible for ensuring that the requirements under the Employment Act (Act of 17 June 2005 no. 63) are met as regards its employees and the employees of any sub-suppliers.

16. FORMAL REQUIREMENTS FOR PRICE AND PRODUCT DATA

In the event Felleskjøpet Agri has formal system requirements in terms of electronic information and compatibility, the supplier is obligated to comply with such requirements.

The individual business areas will prepare their own appendices regarding relevant requirements. These system requirements apply as an integrated appendix to the document Purchasing terms and conditions for Felleskjøpet Agri.

17. INTELLECTUAL PROPERTY RIGHTS

Neither the Agreement nor the Purchasing Terms imply any transfer of intellectual property rights, unless otherwise stated in the Agreement.

18. INVOICING

- 18.1 Felleskjøpet Agri bases its processing of incoming invoices on the highest possible use of automation, and therefore requires that invoices be submitted in EDI or EHF formats. In exceptional cases, it may be agreed that invoices can be submitted as PDF documents to the e-mail address: levfak@felleskjopet.no.
- 18.2 Invoicing and processing charges are not accepted.
- 18.3 Use of or transfer to factoring companies is not accepted without a separate agreement.
- 18.4 Further information on invoicing routines is provided in the document Instructions for *Invoicing to Felleskjøpet Agri SA*.

19. PAYMENT TERMS

Standard payment terms are net per 45 days from the invoicing date, unless otherwise stated in the Agreement.

Felleskjøpet Agri may make deductions from received invoices for advance payments, accrued daily penalties, disputed or insufficiently documented amounts or the supplier's outstanding amounts.

In the event of late payment, the supplier may claim interest on overdue payment in accordance with the Act relating to Interest on Overdue Payment (Act of 17 December 1976 no. 100).

20. TERMS OF DELIVERY

FCA is the standard term of delivery with stated place of delivery in accordance with Incoterms 2020, unless otherwise provided by the Agreement.

21. DELAYS

If the supplier understands or has reason to believe that a delay of the delivery may occur, the supplier shall notify Felleskjøpet Agri in writing and without undue delay. The estimated duration and reason for the delay shall be stated.

22. DAILY PENALTIES

Standard penal provisions in the event of delayed delivery that is not due to force majeure obligate the supplier to pay daily penalties per calendar day for the duration of the delay. Unless otherwise stated in the Agreement, the daily penalty amounts to 1% of the total value of the delivery excl. of VAT, upwards limited to 10% of the total value of the delivery under the Agreement. Delays beyond 10 calendar days are considered as significant, and give

Felleskjøpet Agri the right to cancel the purchase.

23. DELIVERY REQUIREMENTS

The supplier shall meet all requirements that follow from the Purchasing Terms and the Agreement, including but not limited to amount- and quality.

Any material breach of the Purchasing Terms is considered as a material breach of the Agreement.

24. FORCE MAJEURE

Force majeure means an event beyond a party's control that he could not have foreseen when the Agreement or orders/call-offs under the Agreement were concluded, and of which he cannot reasonably be expected to overcome or mitigate the effects.

There is no breach of agreement if it is established that compliance with the Agreement was prevented due to force majeure. Each of the parties shall cover its costs resulting from the force majeure.

The party that wishes to invoke force majeure shall notify the other party of the force majeure situation, its cause and estimated duration as soon as possible. Each party is entitled to terminate the Agreement and/or orders/call-offs under the Agreement if the force majeure situation persists, or if it is clear that it will last for more than 60 days.

25. CHOICE OF LAW AND LEGAL VENUE

Norwegian law and the Norwegian language shall form the basis of Felleskjøpet Agri's purchase agreements. Nedre Romerike District Court is the legal venue. The parties shall seek to resolve any disputes that may arise during the term of the agreement through negotiations.

26. SCOPE OF VALIDITY

The Purchasing Terms constitute the applicable purchasing terms and conditions for Felleskjøpet Agri SA and for the subsidiaries in the group that include these as contractual prerequisites in an agreement.

The individual group companies may have different invoicing routines, invoicing addresses and other administrative requirements that apply for the individual companies.

27. ATTACHMENTS, REFERENCE DOCUMENTS AND WEBSITES

Instructions for invoicing to Felleskjøpet Agri

Ethical trade guidelines

Confidentiality and impartiality declaration

System requirements in accordance with clause 16

Incoterms 2020

www.felleskjopet.no

www.etiskhandel.no

www.norsirk.no

www.grontpunkt.no

www.ecoonline.no