

# Purchasing terms and conditions for Felleskjøpet Agri SA – Purchase of Services

## 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 28 apply as part of the Purchasing Terms.

This document, information and other documentation referred to herein are published at [www.felleskjopet.no](http://www.felleskjopet.no) under the menu item *For suppliers*.

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## 1. ETHICAL GUIDELINES

In connection with the conclusion of an agreement, the supplier will be informed of Felleskjøpet Agri's ethical guidelines. The supplier is bound by these as part of the Agreement to the extent they are applicable, and shall ensure that its personnel performing work on behalf of the supplier under the Agreement comply with the guidelines to the extent they are applicable.

## 2. 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](http://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 services 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.

## 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 be able to 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 site of performance and/or delivery of the services.

## 5. DOCUMENTATION REQUIREMENTS

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

## 6. 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.

## 7. SUPPLIER'S USE OF PERSONNEL

When performing the services, the supplier shall use qualified and suitable personnel to perform the services in the most appropriate and cost-effective manner. The supplier is responsible for the personnel used by the supplier for the delivery of the service having the public approvals, including such as certificates of apprenticeship or other certificates necessary for the performance of the service. Upon request, Felleskjøpet Agri is entitled to information on the supplier's scheduled and ongoing use of resources related to the fulfilment of the Agreement.

## 8. KEY PERSONNEL

If the Agreement appoints key personnel with the supplier, the replacement of such personnel shall be approved by Felleskjøpet Agri. Approval cannot be denied without just cause. The supplier shall pay for the costs of training new personnel and key personnel.

**9. 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.

**10. INSURANCE**

The Supplier shall be adequately insured in an reputable insurance company for any damage and liability for damages that may occur in connection with the fulfilment of the Agreement.

**11. 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.

**12. OFFICIAL LEGAL REQUIREMENTS**

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

**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 authorisations and other agreed documentation are part of the delivery and shall be delivered with the service. Without such documentation, the service will not be considered as received, and will consequently not be remunerated.

14.2 To the extent it is necessary for Felleskjøpet Agri's use of the services, adequate instructions in Norwegian or other Scandinavian languages shall be delivered with the service.

14.3 The documentation shall always be in accordance with what is required according to Norwegian laws and regulations.

14.4 In the performance of their deliveries, suppliers of services and their sub-suppliers, if any, are required to ensure that applicable laws, regulations and decisions that apply to the work and the suppliers' businesses are complied with. This shall be documented, and the documentation shall be an integral part of the Agreement.

**15. REQUIREMENTS FOR EQUIPMENT AND MATERIALS**

Unless otherwise provided by the Agreement, the supplier is responsible for all necessary equipment and material for the performance of the service under the Agreement.

**16. 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. Felleskjøpet Agri shall not be considered as the employer of sub-suppliers' personnel even if such personnel perform services in cooperation with Felleskjøpet Agri.

**17. FORMAL REQUIREMENTS FOR PRICE AND DATA**

In the event Felleskjøpet Agri has formal requirements for its systems 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.

## **18. INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise stated in the Agreement, property rights, copyrights and other intellectual property rights to the results of the supplier's delivery shall accrue to Felleskjøpet Agri.

The supplier retains the right to its own tools and methodology. Both parties may use general knowledge (know-how) that is not confidential and that has been acquired in connection with the Agreement.

The supplier holds the risk and responsibility that what is delivered under the Agreement does not infringe on third parties' copyrights or other intellectual property rights of third parties.

## **19. INVOICING**

- 19.1 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](mailto:levfak@felleskjopet.no).
- 19.2 Unless otherwise provided by the Agreement, invoices for assignments that are invoiced per hour shall contain a specification of the exact hours used and what work has been performed by the supplier.
- 19.3 Invoicing and processing charges are not accepted.
- 19.4 Use of or transfer to factoring companies is not accepted without a separate agreement.
- 19.5 Further information on invoicing routines is provided in the document Instructions for Invoicing to Felleskjøpet Agri SA.

## **20. 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).

## **21. AMENDMENTS**

Within what could reasonably be expected by the parties upon the conclusion of the Agreement, Felleskjøpet Agri may require quality and/or quantity amendments to the delivery and changes to the progress schedule. In the event the supplier has any proposals for amendments, Felleskjøpet Agri must be notified as soon as possible. All amendments must be approved by Felleskjøpet Agri.

Remuneration for amendments shall be in accordance with the Agreement's original unit prices and price level. The parties shall have separate negotiations in the event amendments result in increased costs or savings.

## **22. DELAYS**

If the supplier understands or has reason to believe that a delay of the service 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.

## **23. 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.

## **24. 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 requirements. The delivery shall be of such quality and meet the level of service that can reasonably be expected from reputable suppliers within the same or similar industries. Any material breach of the Purchasing Terms is considered as a material breach of the Agreement.

**25. 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 performance in accordance 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.

**26. 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.

**27. 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.

**28. ATTACHMENTS, REFERENCE DOCUMENTS AND WEBSITES**

Instructions for invoicing to Felleskjøpet Agri

Ethical guidelines for Felleskjøpet Agri

Ethical trade guidelines

Confidentiality and impartiality declaration

System requirements in accordance with clause 17

[www.felleskjopet.no](http://www.felleskjopet.no)

[www.etiskhandel.no](http://www.etiskhandel.no)

[www.ecoonline.no](http://www.ecoonline.no)