

# General terms and conditions for purchase



## GENERAL TERMS AND CONDITIONS FOR PURCHASE

### 1. GENERAL

1.1 These general conditions shall apply to all services performed for the buyer, unless otherwise agreed in writing.

1.2 If the supplier uses or refers to other general or special conditions of sale, for instance in his order confirmations or invoices, conditions of contract, such deviations shall be deemed not to apply, unless otherwise explicitly agreed in writing.

### 2. DEFINITIONS

2.1 Buyer- RPT Productions AS

2.2 Seller – means the legal entity the Purchase Order is addressed to

2.3 Purchase Order – means a purchase order issued by the Buyer of Goods and/or Services to be delivered by the Seller to the Buyer.

2.4 Goods – means the goods described in the Purchase order, including any materials or component thereof, and also including but not limited to relevant documentation such as, inter alia, certificates, drawings, calculations, and packing lists.

2.5 Services – means all elements of the activities to be performed by or on behalf of Seller under the Purchase Order, whether or not specifically described therein, including everything that may be reasonably inferred from the Purchase Order as needing to be done by or on behalf of Seller in order for Seller to fulfill all its duties, obligations, and responsibilities under the Purchase Order.

2.6 Specifications – means any plans, drawings, documents, specifications, data, industry standards, or other information relating to the Goods attached to or referred to in the Purchase Order

### 3. SERVICE AGREEMENT

3.1 The Purchase Order price shall be fixed and firm, unless otherwise expressly agreed to the contrary. The price for the Goods shall be inclusive of storage, documentation, certificates, packing and customs. The Price shall be, unless stated otherwise, exclusive of any applicable Value Added Tax.

3.2 Seller shall confirm the Purchase Order to the Buyer immediately. However, if the Purchase Order has not been confirmed within 3 days, Buyer reserves the right to cancel parts or the whole Purchase Order without any implications or costs for Buyer.

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3.3 These General Terms and Conditions supersedes Seller's Sales Conditions. No other conditions shall apply to the Purchase Order unless Buyer has explicitly accepted these in writing.

## 4. DELIVERIES OF GOODS AND SERVICES

4.1 The Goods and/or Services shall conform, in every aspect, to the provisions of the Purchase Order. The delivery of Goods and/or Services shall cover all that naturally accompanies a delivery. The Seller has the responsibility that the delivery is complete, and material is fit for purpose according to the accepted Purchase Order and free from defect in engineering, design, material, equipment and workmanship.

4.2 The service shall be carried out in accordance with applicable legislation and regulations. Delivery terms shall be FCA Seller's premises according to Incoterms 2020, unless otherwise specified in the Purchase Order. Seller must issue correct material test certificate, packing- and shipping documents prior to release of the Goods. 4.3 Delivery shall take place at agreed time place specified in the Purchase Order.

4.4 The supplier shall not assign important parts of the service to sub-contractors without the buyer's written consent. Such consent does not exempt the supplier from any obligations or liability.

4.5 Title and interest in the Goods, and materials and equipment intended for incorporation into the Goods, shall pass from Seller to Buyer upon the earlier of their proper delivery to Buyer; or as they are paid for by Buyer. Seller shall as soon as possible clearly mark the Goods, and materials and equipment intended for incorporation into the Goods, as the property of Buyer with Buyer's name and address, and separate same from Seller's other stock. If Buyer rejects the Goods, Seller shall reimburse Buyer for any amounts that Buyer may have paid for such rejected Goods, and title to and risk in the rejected Goods shall immediately revert to Seller.

4.6 Documentation regarding country of origin must be in accordance with the agreement between the EU/EC and EEA. Documentation for non-EU countries must be in accordance with trade agreements between subject countries. Seller must have knowledge regarding the regulations pertaining to this agreement. It is Seller's responsibility to provide Buyer with proof of country of origin.

## 5. CANCELLATION

5.1 The buyer may cancel the service in whole or in part with immediate effect by written notice to the supplier.

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5.2 Following such cancellation, the buyer shall pay the supplier for all work already performed, and for all necessary and documented expenses resulting directly from the cancellation. Apart from this the supplier has no right to compensation as a result of such cancellation.

## 6. DELAY

6.1 Immediately after Seller has grounds to believe that the delivery will be delayed past the delivery date, Seller shall notify Buyer. Seller shall implement all necessary actions and bear all costs incurred to minimize the delay unless the delay is mainly caused by Buyer.

6.2 The supplier undertakes to limit any delay and its adverse effects on his own account; unless the delay is due to circumstances the buyer is responsible for.

6.3 If the delay is caused by force majeure circumstances, these must be forwarded to Buyer immediately. Buyer will then be entitled to cancel the agreement without compensation to Seller if the situation is not resolved within 45 days from notification.

6.4 If a delay is not caused by Buyer or its clients, Buyer is entitled to claim liquidated damages. The liquidate damages shall be 0,35% per day of the total purchase order value. The liquidated damages shall be, however, be limited to maximum 10% of the total purchase order value. When the maximum liquidated damages are reached, Buyer may revoke the whole or part of the Purchase Order without any cost.

6.5 If the delay is due to faults or negligence on the part of the supplier or someone for whom he is liable, the buyer may instead of liquidated damages claim damages according to law for the full economic loss he may suffer as a result of the delay.

6.6 The buyer may terminate the agreement if the delay gives him the right to maximum liquidated damages or represents fundamental breach of contract, or it is evident that such delay will occur.

## 7. PAYMENT

7.1 Payment shall be made 45 days after correct rendered invoice is received and accepted by Buyer, provided Seller's obligations under the Purchase Order has been fulfilled. Buyer may withhold payment of any disputed amount, until a final agreement has been reached.

7.2 Invoices shall be sent in Electronic Trading Format (preferred method) or to the following e-mail address: [faktura@rpt.no](mailto:faktura@rpt.no)

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## 8. GUARANTEE AND DEFECTS

8.1 Seller guarantees that the Goods and/or Services fulfills the specifications and requirements put forward in the Purchase Order. Seller also guarantees that the Goods are free from defects. Seller guarantees that the Goods are fit for purpose and that delivered Goods are new, unused, and undamaged.

8.2 The guarantee period for the Goods is 24 months after delivery. The guarantee period is prolonged if the Goods are found to be defective after delivery. The prolonged period will be equal to the time the Goods are out of function.

8.3 If the buyer makes a complaint, the supplier shall immediately rectify the defect on his own account. Rectification may be postponed if the buyer has justifiable basis to demand so.

8.4 If Seller is not able to remedy, Buyer or its representatives may rectify the defect at Seller's cost. If the defect cannot be fully remedied, Buyer may claim price reduction or revoke the Purchase Order at no cost.

8.5 This provision is not limiting Buyer's claim for compensation after the provisions in the Norwegian Law "Sales of Goods Act".

## 9. QUALITY ASSURANCE / HEALTH SAFETY AND ENVIRONMENT (HSE)

9.1 The seller shall have a satisfactory quality assurance and HSE system appropriate for the purchase. Relevant system requirements based on ISO 9001, ISO 45001 and ISO 14001 or similar shall be complied with.

9.2 The Seller shall ensure that all materials used in production or processes meet the health, safety and environmental regulations applicable in the country of production and sale.

9.3 The Seller shall ensure that the RPT Productions Supplier Code of Conduct, the UN human rights and the ILOs guidelines are met.

9.4 The Seller shall ensure that the deliveries/products comply with the regulatory authorities requirements for chemicals.

9.5 When chemical substances or products are supplied the Seller is responsible for ensuring that the statutory safety data sheets are registered/will be registered and maintained in the Product Information Database (PIB) in Norwegian, and for meeting the associated costs.

9.6 Buyer or its representatives shall have the right to undertake quality audits and verifications of Seller's and Seller's sub-contractors quality system.

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9.7 Buyer shall immediately or at least within 12 hours be informed about any injuries, fatalities, environmental spill or material damages related to Buyer's Purchase Order(s). Within 24 hours Seller shall issue a report including as a minimum a description of the incident, the date, identifying immediate and root causes and what actions taken to prevent reoccurrence.

## 10. INDEMNITY

10.1 Both parties shall mutually indemnify and hold each other harmless from and against all losses or damages to their respective properties and personnel.

10.2 Both parties shall mutually indemnify and hold each other harmless from and against all consequential damages, i.e., not limited to loss of profit, loss of business opportunities.

10.3 Nevertheless, Seller is responsible for loss and damages to the Goods in accordance with Incoterms 2020.

## 11. GOVERNING LAW AND DISPUTES

11.1 These general conditions and any agreement entered into on the basis of these conditions shall be governed by and construed in accordance with Norwegian law.

11.2 Disputes between the parties shall, at first, tried to be solved through negotiations.

11.3 Legal venue shall be Buyer's court of domicile. Court proceeding will be brought before Stavanger City Court.

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