

<b>K-10/107</b> <b>Rev. 7</b> <b>SKJ</b> <b>22.12.11</b>	<b>General terms of Purchase /  Alminnelige innkjøpsvilkår</b>	 <b>Statkraft</b> <b>MANAGEMENT SYSTEM</b>  Classification: Åpen/Public
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*These terms of purchase comprise part of the order.*

*Any deviating terms shall have no effect on the purchase, unless approved in writing by Statkraft.*

#### 1. Price etc.

- 1.1 Unless otherwise agreed, the price shall be fixed and exclusive of value added tax, but shall include packaging, customs duties, taxes and other charges.
- 1.2 Statkraft will not pay for performances and quantities beyond that stated in the order unless these and their price has been approved in writing by Statkraft.

#### 2. Delivery

- 2.1 Delivery is deemed to have taken place when the product and any agreed documentation has been received at the agreed location. The documentation shall be in Norwegian unless otherwise agreed.
- 2.2 If the Supplier understands or has any reason to assume that delivery will be delayed, notice shall immediately be given to Statkraft together with the reason for the delay and information concerning the duration of the delay. The Supplier is liable in damages for any delays.
- 2.3 The terms of delivery shall be interpreted in accordance with "Incoterms 2010" issued by International Chamber of Commerce.

#### 3. Payment

- 3.1 Unless otherwise agreed, payment shall be made 30 days after receipt of both approved delivery and a correct invoice with agreed attachments. In no way shall payment signify approval of delivery. In the event of delayed payment, the Supplier is entitled to claim interest on arrears in accordance with the currently applicable Act relating to Interest on Overdue Payments etc. No invoice charge or any other charges shall apply in respect of the purchase – unless this has been expressly stated in the order.
- 3.3 The Supplier may not transfer his rights in respect of the order to a third party, unless Statkraft issues prior approval in writing. Suppliers who transfer invoices to a third party for collection shall continue to be liable in respect of Statkraft in the event of any complaints or recourse claims.

#### 4. Quality

- 4.1 The Supplier is responsible for ensuring that products and delivery is in compliance with the order. Statkraft may, at its own expense and provided a reasonable period of notice is given, inspect and check that this is the case.
- 4.2 If a delivery or part of this does not satisfy stipulated requirements and specifications, Statkraft may reject it or part of it. Statkraft's quality control and approval does not indemnify the Supplier of any obligations the Supplier has assumed in accordance with the order.

Deficient quality control on the part of Statkraft shall not lead to a reduction in Statkraft's rights.

#### 5. Advertising

The Supplier must obtain the prior approval of Statkraft if he for advertising purposes or otherwise wishes to give the public information about the order beyond stating the delivery as a general reference.

#### 6. Guarantee period

- 6.1 Unless otherwise agreed, the Supplier assumes responsibility for product errors and deficiencies

during the first 24 months after delivery. However, the guarantee period shall not be shorter than that which is common for the product in connection with general consumer sales.

The Supplier will during the guarantee period, as soon as possible and at his own expense, replace defective parts or repair the product so that it is without errors or deficiencies of any type.

- 6.2 In the event of errors and deficiencies remedied pursuant to section 6.1, the Supplier assumes the same obligations as for the original delivery, calculated from the time the remedy was effectuated.

- 6.3 Section 6 does not limit any right Statkraft may have to invoke remedies for non-performance of defects.

#### 7. Code of conduct

The Supplier shall in relation to the purchase comply with standards that are consistent with Statkraft's requirements as described in the Statkraft's Supplier Code of Conduct (found at [www.statkraft.com](http://www.statkraft.com)) and shall use its best endeavours to ensure that its sub-contractors comply with the same standards. Statkraft has the right to terminate the Contract if the Supplier violates these standards.

#### 8. Order of documents

If the ordering documents contain provisions that conflict with one another, the documents shall apply in the following order:

- Order
- These "General Terms of Purchase"
- Any drawings
- Invitation to tender
- The tender

#### 9. Disputes

9.1 Attempts shall be made to solve any disputes by negotiations. If negotiations are unsuccessful, the matter shall be decided by the ordinary Norwegian courts of law, unless the parties agree to submit the case for decision by arbitration.

9.2 The fact that a dispute has been brought before a court or arbitration court does not in itself excuse the parties from fulfilling their obligations pursuant to the order. Norwegian law shall apply in respect of the solving of disputes. Oslo District Court is the court of venue unless the parties agree on another location.

#### 10. Sale of Goods Act

The rules laid down in the Sale of Goods Act shall apply, unless departed from in the order or in these terms.