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Prepared by:	BKN	Prep. Date:	25.01.2016	Revision:	2
Approved by:	IA	Approval date:	16.10.2018		

1. CONDITIONS

This general purchasing agreement applies to all deliveries of goods and/ or services to Uvdal Maskinfabrikk AS (UMF), unless otherwise agreed in writing.

If the seller uses or refers to other common or special delivery requirements, for instance in their order confirmations or invoices, the differences are NOT applicable to the order unless both parties have agreed in writing.

In addition to this general purchasing agreement, NL09 & NLM10 also apply.

If contradictions exist between these documents, the General purchasing agreement takes precedence.

2. QUOTE

UMF will receive the quote free of charges. Any discrepancies between the request and the offer must be explicitly highlighted in the quote. UMF reserves the right to accept any of the offers, or reject all.

3. ORDER

Only written orders are binding for UMF. Phone orders need a written confirmation to be binding for UMF.

4. ORDER CONFIRMATION

4.1. The order confirmation shall be sent promptly and be according to applicable requirements and specifications.

UMF reserves the right to cancel the order in the event that we do not receive an order confirmation.

4.2. The order confirmation needs to have the UMF order number, delivery address, delivery date, price, discount or net price, amount/number of delivered items and all costs.

4.3. The delivery date needs to be specified on the order confirmation.

5. SHIPMENT

5.1. Documentation

5.1.1. Raw material being delivered according to a material specification needs a signed confirmation, included with the order, that the material is according to specifications.

5.1.2. There needs to be traceability between the CoC and the material certificate / test certificate / report.

5.1.3. All documentation shall be sent to the buyer, with a copy to documentation@umf.no.

5.1.4. All documentation needs to be in English.

5.1.5. Documentation needs to be submitted as early as possible, and before the goods arrive at UMF.

5.1.6. The supplier is responsible for all documents being clear and legible.

5.2. Marking

5.2.1. All certified material shall be clearly marked with order and Heat/Charge number. The marking shall be able to withstand outside storage.

5.2.2. Goods that do not require a heat number shall be clearly marked, either on the material or on the packaging, with purchase order number. Position number and article number should be easy to identify.

5.2.3. Materials and goods that are unmarked or not clearly marked will be rejected and returned at the expense of the supplier.

5.3. Packing, securing and transportation

5.3.1. Every shipment needs a packing list and freight note.

5.3.2. The packing list needs to include the UMF order number, article number and article name.

The freight note needs to include the UMF order number, a reference to the packing list, number of packages, measurements, weight and dimensions.

5.3.3. Hazardous materials need to be clearly marked according to ADR or IATA regulations.

5.3.4. The supplier is responsible for damage caused by inadequate packaging and/or transportation.

6. INVOICE

Send the invoice to faktura@umf.no in pdf-format. The invoice needs to refer to an order /shipment.

All invoices need to have the supplier's organization number, bank account number, due date, UMF purchase order number, UMF reference, UMF article number (if specified in the order), the supplier's article number, unit and price according to order, and currency.

Prior agreement is needed for a different currency than NOK.

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Documentation according to requirements is considered part of the order. The invoice will not be paid until the documentation is received and approved.

No extra fees can be charged UMF unless there is a prior written agreement between UMF and the supplier.

7. PAYMENT TERMS

Payment terms are: 60 days.

8. DELIVERY

- 8.1. Delivery terms are: free delivery, DDP last edition of Incoterms.
- 8.2. Goods should always be delivered by the agreed upon delivery date.
- 8.3. Goods should always be delivered by the correct units. Attached documents should also refer to the correct units.

9. SUB-SUPPLIERS

The supplier is responsible for making sure their subcontractors deliver according to the delivery date and agreed upon requirements and specifications.

10. QUALITY ASSURANCE – INSPECTIONS – CONTROL - HSE

- 10.1. The supplier needs to have in place satisfactory quality assurance and HSE systems. The quality assurance system needs to be in accordance with or equivalent to ISO9100:2015. HSE needs to be according to Norwegian laws. UMF reserves the right to perform audits of the supplier's system.
- 10.2. The supplier must ensure that all materials being used in production or production processes fulfill the HSE requirements and laws both in the country of origin / production and the country of destination.
- 10.3. The supplier must ensure that the delivery and products are within and according to the Government's lists for chemicals.
- 10.4. When delivering chemical substances and products, the SUPPLIER is responsible for registering and maintaining regulatory safety data sheets in ECO online in Norwegian, and cover the costs for this.
- 10.5. UMF or UMF's customer contact have the right to at any time conduct reasonable tests and controls at the supplier's or its subcontractors' facilities to ensure that the delivery will be conducted in accordance with both agreed upon quality assurance and HSE systems, as well as the purchase order. The supplier is obligated to assist such controls at no cost to UMF.
- 10.6. Serious personal accidents occurring in connection with deliveries to UMF, either with death as a result or sick leave beyond 16 days, shall immediately be reported to UMF. Order number must be provided, and analysis report with cause analysis shall be sent to UMF.

11. ETHICS

The supplier shall make sure that its employees and its subcontractors' employees wage and work conditions are according to collective agreements, regulations and /or what is normal for the area and type of work. This applies to all employees who contribute to fulfilling the agreement.

Child labor can not be used at any stage of the production.

UMF is obligated to reject suppliers who are guilty of corruption, organized crime, fraud or money laundering. UMF also have the right to reject suppliers who are convicted of criminal offences relating to professional conduct.

12. CONFLICT MINERALS

UMF is according to customer requirements determined to comply with OECDs Guidance for Responsible Supply Chains of Minerals from Conflict-affected and High risk areas. UMF suppliers shall inform UMF about any product containing tantalum, gold, tin and/or tungsten originating in the Democratic Republic of the Congo or its surrounding countries.

13. CONFIDENTIALITY

All sensitive information property of UMF, and all technical documents etc that the supplier has received from UMF associated with quotes or the execution of the delivery, shall be stored in a secure place/system, and shall not be duplicated or used for any other purposes than execution of the delivery. After the delivery has been completed,

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copies and print-outs need to be shredded. The supplier is responsible for any damages or losses UMF suffers as a consequence of breach of this agreement. If requested, the supplier shall promptly return the documents received. The supplier shall not send out press releases, announce or do any other kinds of advertisement regarding assignments from UMF, or use the UMF name or logo.

14. LAW & DISPUTES

Norwegian law is applicable to contracts on the basis of these general purchasing conditions. If there is a dispute, the dispute shall be resolved through negotiations. If the negotiations do not lead to an agreement, the dispute shall be settled by ordinary courts. Kongsberg tingrett (District Court) is the agreed venue.