

Sted og prosess Garda Sikring Felles / Innkjøp / Leverandørbrev og maler
Sist godkjent dato 15.02.2022 (Hans-Christian Mundal)
Dato endret 02.09.2021 (Ivar Håland)

Dokumentkategori Prosedyre
Siste revisjonsdato
Neste revisjonsdato 15.03.2022
Dokumentansvarlig Hans-Christian Mundal

Garda Sikring Standard Supplier Terms

1. Requirements for Service/Delivery

The service must be professionally performed by qualified personnel. The service must comply with the customer's quality requirements as well as follow generally accepted industry standards. Furthermore, the service must be performed in accordance with current legislation, regulations, or public decrees.

The Supplier is aware that Garda Sikring demands a high and professional service level and satisfied customers. The Supplier is thus obliged, in every possible circumstance, to contribute to strengthening our position as a leading service Supplier in the market.

In addition, the Supplier must act in such a way that there are no circumstances that could jeopardize the reputation, brand, confidence in the market or other goodwill of its companies.

2. Inspection/Audit

At any time, Garda Sikring has the right to carry out inspections and audits on the Supplier's and any subcontractors' premises. The Supplier must assist Garda Sikring, free of charge, before and during such inspections.

Upon inspection, the Supplier will, upon request, present all documentation necessary to fulfill the requirements of the agreement.

If Garda Sikring is of the opinion that the quality system is defective, the Supplier will immediately, at their own expense, take all reasonable and necessary measures to rectify this.

3. Price changes

The relevant prices cover all expenses in connection with the Supplier's work such as salaries, social costs, supplies, travel etc.

The Supplier has the right to adjust its prices in line with the changes in the consumer price index set by Statistics Norway. Such adjustments may be required once a year in the month of March. The price regulation should be 2% lower than the consumer price index, as it is assumed that the Supplier will compensate for this through efficiency increases, purchasing etc.

Price adjustments due to exchange rate fluctuations will not occur unless specifically agreed upon.

In addition to what is mentioned in the order, prices include: Packaging, pallets, taxes, and other fees. The price also includes certifications and other necessary documentation, as well as shipping if agreed upon.

4. Delivery

Terms of delivery are agreed upon in accordance with "Incoterms 2020" between the buyer and seller.

The Supplier cannot deliver a previously agreed upon agreement without the buyer's agreement.

If the item is previously contracted, the buyer can either:

- Return the delivery at the seller's cost
- Retain the delivery and require the Supplier to cover any costs for storage, preservation or other unforeseen costs.

If the buyer retains the delivery on premature delivery, he can, however, defer payment to what would have been the time of payment if the Supplier had delivered according to the agreed upon delivery date.

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5. Package Slip/Invoice

The buyer must receive a package slip or invoice per delivery. The package slip/Invoice must be in accordance with the instructions given in the order.

All parts of the delivery must be marked in accordance with the package slip and instructions in the order.

The package slip must accompany the item. The Supplier's driver must actively ensure that the package slip is inspected, checked against the goods, and signed by the buyer's authorized personnel.

6. Ordering

Orders are made via written requisition and are only valid upon written order confirmation from the Customer/Supplier's authorized personnel. The order number/requisition number and order name must always be placed on the order.

In the event of a breach, Garda Sikring may, with written notice, cancel the service in whole or in part from the Supplier with immediate effect. If work has been carried out or commenced, the customer must pay for the work performed.

7. Terms of payment

Garda Sikring's standard payment terms are 45 days net, unless otherwise agreed upon in writing. The Supplier is not entitled to send an invoice until the delivery has taken place. The credit period runs from valid receipt of the invoice. Billing information is published on Garda Sikring's website [link](#).

Fees are not charged.

8. Documentation

The Supplier is responsible for product documentation (Technical, FDV, environmental, product information, product data sheet etc.) and regulatory Safety Data Sheets (HSE data sheets), and will deliver such in the electronic format specified by the Customer.

9. Code of Conduct

The Supplier will conduct its business in accordance with Garda Sikring's ethical guidelines and comply with these at all stages of the supply chain.

10. Complaints

Garda Sikring will provide the Supplier with feedback as soon as possible on any types of complaints or obsolescence that may arise related to the delivery. Garda Sikring reserves the right to spend time reviewing the content and quality of the delivery. However, complaints must be communicated to the Supplier within a reasonable amount of time.

11. Working conditions, Control and HSE, internal control regulations.

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The Supplier conducts continuous internal control in accordance with the "Regulations on systematic health, environmental and safety work in the business" (Internal control regulations).

In order to protect the environment in the best possible way, the customer wants the Supplier to always adhere to the most environmentally friendly solutions in the area.

11.2 The Supplier and subcontractors' compliance with pay and working conditions

Employees who work in Norway with the Supplier and with the Supplier's subcontractors will have, at a minimum, a salary corresponding to section 4 of the Regulations on generalization of collective agreements for construction sites in Norway and have working conditions in accordance with Section 6 and Section 7 of the same regulations.

All agreements entered by the Supplier that entail the execution of work under the contract must contain similar conditions.

If the Supplier does not comply with the clause, the client has the right to withhold part of the contract sum until it is documented that the relationship is in order. The sum being withheld will correspond to approximately 2 times the savings for the employer.

Upon request, the Supplier will provide documentation regarding the applicable pay and working conditions. The documentation obligation also includes subcontractors. The Supplier will ensure and verify that subcontractors comply with the generalization regulations.

The Supplier will not employ employees under the age of 14. Employees under the age of 18 will not be used for deliveries to the customer where the nature of the work may result in a risk to health or personal safety. The Supplier ensures that they always have a person who is fluent in Norwegian, both verbally and in writing, when they are on assignment for the customer, unless otherwise agreed upon.

11.3 External environment

The supplier shall have a conscious relationship with external environmental influences, hence an overview of environmental footprints where reference shall be made to environmental accounts that include produced waste quantity, produced packaging, greenhouse gas emissions and energy consumption. Garda Safety is ISO 14001 certified and conducts continuous improvement work within the external environment. The supplier shall therefore minimize the use of packaging, and ship in bulk where possible.

12. Force majeure

The parties are relieved of their obligations if it can be proved that the work has been prevented by "force majeure".

"Force majeure" relates to an event beyond the control of a party that could not have been foreseen or prevented when the agreement was signed. An event that cannot reasonably be expected to be averted or overcome. For example, force majeure includes strikes, lock-outs, natural disasters, wars and other war-like situations.

13. Disputes

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If disputes arise between the parties in connection with the agreement, these should first be tried to be resolved through negotiations. If negotiations do not proceed, the dispute will be settled by the ordinary Norwegian courts. The venue will be the Oslo District Court.

14. Confidentiality

The parties undertake to comply with the duty of confidentiality. Full mutual confidentiality regarding all matters known in connection with the implementation of the agreement and the content of the agreement.