

Location and process Garda Sikring Common / Procurement and logistic / Supplier letters

Last approved date 05/01/2024 (Hans-Christian Mundal)

Date changed 05/01/2024 (Ivar Håland)

Document category Procedure

Document responsible Hans-Christian Mundal

STANDARD SUPPLIER TERMS AND CONDITIONS

These terms and conditions apply to all companies within the Garda Sikring Group and apply unless otherwise agreed in writing.

1. Requirements relating to the Service / Delivery

The service shall be expertly performed by qualified personnel. The service must comply with the customer's requirements for quality, as well as follow generally accepted industry standards. Furthermore, the service shall be performed based on applicable legislation, regulations, or public decisions.

The supplier is aware that Garda Sikring wants a high and professional level of service, and we want to have satisfied customers. The supplier is therefore obliged under each circumstance where possible to contribute to strengthening our position as a leading supplier in the market.

In addition, the supplier shall act in such a way that there are no circumstances that could entail a risk of impairment of the reputation, brand, market confidence or goodwill of the Garda Safeguarding companies.

2. Inspection / Audit

Garda Sikring is entitled at any time to carry out inspections and audits at the Supplier's premises and at any subcontractors. The Supplier shall assist Garda Sikring prior to and during such inspections free of charge.

During inspections, the supplier shall, 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 deficient, the supplier shall immediately at its own expense take all reasonable and necessary measures to rectify this.

3. Price regulations

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

The supplier has the right to adjust its prices in line with changes in the consumer price index set by Statistics Norway. Such regulation may be required once a year, the month of March. Price controls shall be 2% lower than the consumer price index, as it is assumed that the supplier compensates for this through efficiency increases, purchases, etc.

Adjustment of prices due to fluctuations in exchange rates shall not take place unless specifically agreed.

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

4. Delivery

Terms of delivery are agreed according to Incoterms between the buyer and the seller.

The Supplier shall always notify Garda Sikring in the event of delays and delayed deliveries from suppliers and subcontractors.

The supplier cannot deliver earlier than agreed without further agreement with the buyer.

If the item is received earlier than agreed, the buyer can either:

- Return the delivery at the seller's cost
- Keep the delivery and require the supplier to cover any costs for warehousing, preservation, or other unforeseen costs.

If the Purchaser retains the delivery in the event of premature delivery, he may in any case postpone payment to what would have been the time of payment if the Supplier had delivered in accordance with the agreed delivery date.

5. Packing slip / Invoice

The buyer shall receive a packing slip or invoice per delivery. The packing slip/invoice shall be in accordance with the instructions given in the purchase order.

All parts of the delivery must be marked in accordance with the packing slip and instructions in the order. The packing slip must accompany the item. The supplier's driver shall actively ensure that packing slips are reviewed, checked against goods, and signed by authorized personnel of the purchaser.

6. Order

Orders are made by written requisition and are only valid by written order confirmation from an authorized person at the Customer/Supplier. The order number/requisition number and the purchaser's name must always be added to the order.

Company:

First and last name:

Date:

Place:

In the event of breach of contract, Garda Sikring may, by written notice, cancel the goods or service in whole or in part from the supplier with immediate effect. If work has been carried out or started, the customer shall pay for the work performed.

7. Payment terms

Garda Sirkings standard is payment terms of 45 days net, unless otherwise agreed, in writing. The supplier is not entitled to send an invoice before the delivery has taken place. Credit period runs from valid receipt of invoice. Information about invoicing is published on Garda Sirkings website [link](#). Fees are not charged.

8. Documentation

The Supplier is responsible for product documentation (Technical, LCI, EPD (Environment Product Information), Product Data Sheets, etc.) and regulatory Safety Data Sheets (HSE data sheets) and shall hand over such electronically in the format specified by the Customer. For goods covered by the Machinery Directive and the EU Directive (Directive 2006/42/EC), the user manual in Norwegian must be delivered together with CE certificate.

9. Code of Conduct

The supplier shall conduct its business in accordance with Garda Sirkings ethical guidelines and continue these in all parts of the supply chain. The contractor is obliged to familiarize themselves with and sign the Garda Sikring [Business Code of Ethics for Suppliers](#).

10. Complaints

Garda Sikring shall provide the supplier with feedback as quickly as possible about any type 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 notified to the supplier within a reasonable time.

11. Working environment and safety

The supplier shall have a system for safeguarding its employees and ensuring that employees are not exposed to security risks.

12. Quality

The supplier shall have an approved management system for quality control. Preferably a certified system according to ISO9001. The product must also satisfy the specifications ordered by Garda Sikring.

13. External environment

The supplier shall have a conscious relationship to external environmental impacts, including an overview of the environmental footprint where reference must be made to environmental accounts that include the amount of waste produced, produced packaging, greenhouse gas emissions and energy consumption. Garda Sikring is ISO 14001 certified and carries out continuous improvement work within the external environment. The supplier should therefore minimize the use of packaging, and ship in bulk where possible.

14. 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" means an event beyond the control of a party that could not have been foreseen or prevented when the agreement was entered into. An event of which one cannot reasonably be expected to avert the effects or overcome. Force majeure includes Strikes, lockouts, natural disasters, war and other warlike situations.

15. Disputes

If disputes arise between the parties in connection with the agreement, attempts shall first be made to resolve these via negotiations. If the negotiations fail, the dispute shall be settled in the ordinary Norwegian courts. The legal venue shall be Oslo District Court.

16. Confidentiality

The parties undertake to observe the duty of confidentiality between themselves. Mutual complete silence about all matters one becomes aware of in connection with the implementation of the agreement, and about the content of the agreement.