

FL-VA/VVS/KULDE 2020

Felles salgs- og leveringsbetingelser
for VA, VVS og kuldebransjen
(erstatte FL-VA/VVS 2016)



If there is a linguistic discrepancy between the Norwegian and the English version, it is the Norwegian edition that will be applied.



Dersom det er språklig uoverensstemmelse mellom den norske og den engelske utgaven, er det den norske utgave som skal legges til grunn.



Introduction

FL-VA/VVS/KULDE 2020 has been prepared by a committee of representatives from the trade organisations VA og VVS Produsentene VVP, Norske Rørgrossisters Forening (NRF), Rørentreprenørene Norge and VKE - Foreningen for ventilasjon, kulde og energi, and replaces FL-VVS 2016 with effect from 1 November 2020.

The negotiated terms and conditions in FL-VA/VVS/KULDE 2020 apply to all trade in goods between members of the above-mentioned organisations, and are supplementary to the Norwegian Sale of Goods Act.

Furthermore, the committee recommends that these terms and conditions also be used for trade in goods between operators in the industry that do not belong to the above-mentioned organisations.

Rather than specifying which provisions may or may not be deviated from in contracts between parties, the committee members have opted to state that these terms and conditions should be generally applicable unless otherwise agreed.

Nonetheless, it is emphasized that the parties have prepared these terms and conditions as a whole on the basis of thorough consideration and negotiations in which both parties have made accommodations.

Caution is therefore advised in deviating from these terms and conditions, and such deviations should only be agreed if necessitated by circumstances in a specific project.

A contract will not be deemed invalid should the parties negotiate contractual terms and conditions that deviate from FL-VA/VVS/KULDE 2020.

The parties agree that electronic communication should be considered written communication. Signed by the Board of Directors for VVP, NRF, Rørentreprenørene Norge and VKE.

Oslo, 29 October 2020

Issued by:



1 The offer

Seller's offer shall remain valid for 60 days from the date of receipt.

2 Drawings etc.

Drawings, descriptions and technical specifications shall remain the property of the author.

3 Notifications

Communications between the parties shall refer to the person, entity and/or order reference specified for the delivery.

4 Quality

4.1 Unless otherwise specified, the offer applies to standard goods. If an offer is requested for customised goods as opposed to standard goods, this must be specified in the enquiry.

4.2 The goods must satisfy the requirements stipulated in laws and regulations and in any specifications and instructions that are agreed upon.

4.3 If laws or regulations are amended after the agreement is entered into, the contract shall be amended insofar as costs or delivery times are affected.

5 Product information

5.1 Sold goods must, to all intents and purposes, be consistent with the product information provided by the Seller and of which the Buyer is aware or should have been aware.

5.2 Documentation for the goods must contain all information – including product traceability – required in accordance with laws and regulations.

Such documentation must be provided in Norwegian or another Scandinavian language, and must be available in electronic format on receipt of the goods.

6 Responsibility for information provided

6.1 Each party is liable for the information he/she provides.

6.2 The Seller is not liable for any faults caused by efforts on the part of, or material supplied by, the Buyer.

7 Transport

7.1 The Seller shall arrange for transport of the goods to the recipient and for necessary transport insurance cover. The Seller is obliged to notify the Buyer of any special conditions of importance for receiving the goods.

7.2 The Buyer shall notify the Seller immediately if the transport arrangements cannot be carried out as advised or as normally arranged between the parties. The Buyer is liable for ensuring that conditions at the receiving location can accommodate the planned delivery.

7.3 Freight costs etc. shall be invoiced to the Buyer, and shall not be payable at the receiving location.

7.4 When handing over the goods at the construction site, the driver of the carrier hired by the Seller shall produce an ID card stating his or her name and employer as well as valid ID in the form of a driver's licence or similar. The driver's equipment must be approved in accordance with current laws and regulations. The driver must hold the necessary certificates for performing the delivery. Goods shall always be labelled in a manner agreed upon between the parties.

7.6 If special lifting equipment is needed to unload the goods, the Seller shall notify the Buyer of this well in advance of delivery to enable the Buyer to make the necessary arrangements to put such equipment in place. The costs of this shall be covered by the Buyer.

8 Notification of delays

If the Seller finds that he/she is unable to make a delivery/partial delivery at the agreed time, or if the Buyer finds that he/she is unable to receive the goods, the other party shall be notified without undue delay. A new delivery time shall then be specified.

9 Cancellation in the event of delayed in delivery or receipt

If an actual or notified delay in delivery or receipt causes material inconvenience, the party not responsible for the delay is entitled to cancel the contract by notifying the other party in writing. If the delay affects parts of the delivery, only the delayed goods with accessories can be cancelled.

10 Daily fine for late delivery

10.1 The Seller shall only be liable to pay a daily fine for late delivery where this, and a fixed delivery time, have been specifically agreed in writing. The fine is limited to 0.5% per week (or fraction thereof) by which the Seller exceeds the agreed delivery time. The amount of the fine will be calculated based on the part of the delivery that is delayed.

The total fine for exceeding the delivery time shall not exceed 10% of the purchase amount, inclusive of VAT. If the delay warrants the maximum fine, this will automatically be deemed to constitute a material inconvenience that, pursuant to clause 9, entitles the Buyer to cancel the contract.

The Buyer may not claim compensation instead of imposing a daily fine except in situations where a delay is caused with intent or by gross negligence on the part of the Seller.

10.2 Liability to a daily fine pursuant to clause 10.1 will cease to apply if the Seller can prove that the delay was caused by obstacles outside his/her control that he/she could not reasonably be expected to take into account on signing the contract or to avoid or overcome the consequences of.

10.3 If the Seller fails to notify the Buyer, in writing and without undue delay, of any extenuating circumstances that has arisen, the Seller shall not be entitled to invoke such extenuating circumstances unless the Buyer must have or should have understood that such extenuating circumstances applied.

- 10.4** If the Buyer intends to impose a daily fine, he/she shall notify the Seller of the delay without undue delay. Notice of a daily fine shall be given in writing as soon as possible and no later than three months after the delivery should have been made under the contract; the right to impose a daily fine will otherwise cease to apply.

When requested in writing by the Seller, the Buyer is obliged to notify the Seller in writing and without undue delay of his/her intention to impose a daily fine for an existing delay. Should the Buyer fail to do so, he/she will lose the right to impose a daily fine

11 Inspection of goods on receipt

- 11.1** Deliveries of goods shall be accompanied by a packing list.
- 11.2** On receipt of the goods, the Buyer shall check that the delivery is in accordance with the packing list and otherwise properly inspect the delivery according to the nature of the goods and form of delivery. The goods shall be deemed as delivered once the Buyer – or the Buyer’s representative at the agreed delivery location – has signed the packing list
- 11.3** The Buyer is obliged to ensure adequate storage of the goods according to the circumstances.

12 Complaints

- 12.1** Complaints due to any defects that are discovered or that should have been discovered upon receipt of the goods, shall be filed without undue delay. Complaints shall otherwise be filed without undue delay as soon as a defect is discovered or should have been discovered. Complaints shall be filed in writing and contain a description and photographic documentation of the nature, scope and location of the defect, stating the address.
- 12.2** If the Buyer fails to file a complaint as stipulated in clause 12.1, even though he/she has or should have discovered the defect, the Buyer will lose the right to invoke the defect.
- 12.3** Replacement of faulty goods shall be invoiced in the same way as an ordinary order. The Seller will assess the legitimacy of the complaint and, if warranted, issue a credit note for the value of the goods or part of the goods to which the complaint applies.
- 12.4** The Seller is not liable for any defects for which the Buyer does not file a complaint within five years after receiving the goods.

13 The Seller's liability for defects

- 13.1** If the delivered goods are defective (construction, manufacturing or defective materials), cf. clause 12, the Buyer may require the Seller to:
- a) Deliver replacement goods/repair the goods at no charge.
 - b) Cover the direct costs for replacing the goods.
- 13.2** Direct replacement costs beyond excavation work, necessary construction work etc. are defined as remuneration of skilled worker/apprentice/assistant based on an hourly rate for a skilled worker of NOK 728 excluding VAT (per 01/01/2020), and as adjusted annually on 1 January on the basis of the most recent National Insurance Basic Amount.

The hourly rate for an apprentice/assistant is set at 75% of the applicable hourly rate for a skilled worker at any time. In the event of extensive work resulting from a complaint, the parties should agree on the terms of settlement in each case.

- 13.3** The scope of the Seller's liability will depend on the extent to which pressure and leakage tests were carried out in accordance with applicable standards and on whether the manufacturer's instructions for installation and use have been complied with.
- 13.4** Before the Buyer makes any attempts to remedy the defect, the defect and its location shall be documented (photos and written description). The Seller shall be given reasonable time to inspect the goods and the location of the defect. If the Buyer fails to do this, he/she will lose the right to demand remedy of the defect, unless immediate action is warranted for operational or financial reasons. The parties shall seek agreement on how the defect should be remedied.
- 13.5** If the Seller, within reasonable time, fails to deliver replacement goods/repair the goods as the Buyer is entitled to, the Buyer may remedy the defect himself at the Seller's expense, request a price reduction or, if the defect is material, cancel the purchase.
- 13.6** If the Buyer files a complaint that is clearly unsubstantiated, the Seller may demand to have his/her documented case processing costs covered by the Buyer.
- 13.7** Except as stated above, the Seller is not liable for any damage or loss that is a consequence of a defect in the goods unless the goods deviate from what was guaranteed by the Seller or unless a fault or act of negligence has been committed on the part of the Seller or of a party for whom the Seller is liable; cf. the Norwegian Sale of Goods Act, section 40(3).

14 Goods returns

The Seller will only accept return of goods if this has been agreed in advance in each case. Goods that are accepted for return must be unused and in the same condition as when delivered, and must be returned in the original packaging if such packaging was used for the goods. The invoice or order number must be stated.

Goods of the same type must be sorted in the same way as when dispatched from the Seller's warehouse.

Goods that have been specially adapted, or that have been cut or delivered in custom lengths or sizes, are normally not accepted for return.

The return address for stock items and non-stock items shall be stated in the return document that must be submitted to the Buyer before the return is effected.

Returns are made at the Buyer's own expense and risk; i.e. return freight costs etc. shall be covered by the Buyer.

Return of goods with a total value of less than NOK 500 is not accepted.

The return fee for non-stock items charged to the Buyer will include the supplier's return fee, and will amount to at least 20%.

The return fee for stock items will be charged at a rate of 20%. If no invoice or order confirmation is submitted, a return fee of 50% will be charged for stock items.

15 Security and insurance

If there is any reason to suspect that either party will fail to meet his/her contractual obligations, the other party is entitled to demand adequate security for performance of the contract. If such a demand is not fulfilled without undue delay, the party requesting such security is entitled to terminate the contract for goods that have not been delivered by giving notice in writing.

The parties must hold relevant liability insurance cover.

16 Invoicing

The Seller shall invoice the Buyer once the goods are delivered, and no later than 120 days after delivery. Should this time limit be exceeded, the Seller is not entitled to payment of more than 65% of the invoice in question.

If the final invoice documentation is not available within the deadline, the Seller may issue an invoice for a preliminary, estimated amount. Any difference and/or outstanding amount shall be credited or adjusted after the time limit expires. This time limit shall only apply to orders placed directly with the Seller.