**AGREEMENT No. 000/0000/NORD**

**00.00.0000.**

1. **CONTRACTING PARTIES AND THEIR REPRESENTATIVES**

|  |  |
| --- | --- |
|  **Customer** |   |
|  Name: |  |
|  Personal ID number: |  |
|  Address: |  |
|  E-mail: |  |
|  Mobile no.: |  |

|  |
| --- |
| **Contractor** |
|  Company name: | **NORD HYTTEBYGG AS** |
|  Reg. No. | 926867466 |
|  Legal address: | Generalveien 25, 1769 Halden |
|  E-mail: | post@nordhyttebygg.no |
|  Authorised Person | Reinis Onuzans |

**Authorised person by the Customer:**

|  |  |
| --- | --- |
| Name | - |
| Address | - |
| E-mail: | - |
| Mobile no.: | - |

If the Contracting Parties change their authorised persons, the other Party shall be notified no less than 3 (three) days in advance.

1. **CONTRACT WORKS**

2.1. **Address/plot of the Construction Site**

|  |  |
| --- | --- |
| Address: |  |
|  GPS coordinates: |  |

2.1. **The Contractor shall carry out the Construction Works in accordance with ANNEX 1.**

2.2. **Responsibility of the Parties for occupational safety and health (*Byggherreforskriften*)**The contracting Parties shall be jointly responsible for the execution of contract works pursuant to the Regulation on Occupational Safety and Health at Construction Site.

2.3.       **Works at the Construction Site carried out by the Customer itself or by providing for relevant certified specialists/contracting authorities.**

2.3.1.       **To ensure execution of the Contract works, the Customer shall carry out the following works by itself within the deadline referred to in Clause 7.1.1 before commencement of the Construction Works:**

2.3.1.1.  Foundation works including the necessary electrical wiring and plumbing.

2.3.1.2.  Ensuring that the construction materials are unloaded at the construction site if unloading is organised by customer.

2.3.1.3.  After execution of the works referred to Clause 2.3.1.1. and before the Contractor commences the works, the Customer shall forward photographic evidence to the Contractor’s e-mail at least 7 (seven) days in advance.

2.3.1.4.  Provision of the site container with WC at the Construction Site.

2.3.1.5. Ensure at least 200m2 of unloading and material storage space on the building site.

2.3.1.6 Ensure at least 2m of flat ground around the cabin’s entire perimeter for scaffold assembly.

2.3.1.7. Provide area of 9m x11m flat ground next to the cabin for assemly works by crane.

**2.4. To execute the Construction Works, the Customer shall carry out the following works by itself according to the construction schedule:**

2.4.1. Execution of electricity-related/plumbing/tiling and other works not stated in Annex 1 without obstructing the Contractor carrying out the works stated in the Agreement.

2.4.2  Providing a full set of aluminum/steel scaffolding with assembly in accordance to standards of country where building service is provided, covering the entire outside perimeter of the building and inside during the log frame assembly. A certified subcontractor must be employed to provide following service:

* + - 1. Calculations of necessary amounts of scaffolds needed for the project and transportation
			2. Assembly, reassembly during the project and disassembly
			3. Legal and financial responsibility for the work performed according to the legislations and requirements.

2.4.3. In case the assembly or reassembly works do not meet the requirements of “Law of Work at Height” (Kapittel 17. Arbeid i høyden), the Contractor can refuse the usage of inappropriate scaffolds that will result in work stoppage and delay of the project.

**3.  CONTROLLING THE SCOPE OF WORKS**

**3.1. The Customer’s work control obligations:**

3.1.1. Prior to the commencement of the Construction Works, the Customer must carry out an inspection of the Construction Site and provide access to the roads. Customer shall ensure that other contractors, if any, who are at the Construction Site, do not obstruct the Contractor's performance of the Construction Works.

3.1.2. In the event of discovering discrepancies, defects or deficiencies as a result of the above inspections, the Customer shall inform the Contractor thereof and immediately eliminate all obstacles. If there are any obstacles, defects and deficiencies, the Contractor has the right to postpone the start of work temporarily at its own discretion.

3.1.3. If the Contractor has suspended its work due to performance/non-performance of the Customer or the contractors hired by the Customer, the Contractor is entitled to subject the Customer to a penalty for the downtime of NOK 13,500.00 per day.

**4.      TECHNICAL DOCUMENTATION**

Construction permits issued by the local institutions shall be provided by the Customer prior to the commencement of the Construction Works, and this is by no means the responsibility of the Contractor.

**5.      DISTRIBUTION OF RESPONSIBILITIES**

**5.1. Construction Site preparation works PRIOR to the commencement of the Works:**

For the preparation of the Construction Site, the Contracting Parties mutually agree on the following distributions of responsibilities (please mark with x):

|  |  |  |
| --- | --- | --- |
|   | **Customer** | **Contractor** |
| 5.1.1. Electric power supply (3 phases), a switchboard with a maximum distance of 15 m from the Construction Site. The person covering the costs of electricity consumption. | X |   |
| 5.1.2. Provision of accommodation with appropriate conditions (*at least two separate rooms*) for 5 (five) people – 4 cabin builders and 1 crane driver (*the driver of the crane is provided with accommodation for 1.5 weeks from the commencement of construction*), provision of separate beds, a kitchen, WC, bathroom, hot/cold water, washing machine. In the case that the distance between the accommodation and the construction site exceeds 30 km, the Customer shall pay the Contractor a transport fee of NOK 4.00 per every additional km. | X     |  |
| 5.1.3. Provision of a crane truck during the assembly of the cabin frame during the construction process (up to 1.5 weeks from the day of commencing the Works) with a minimum lifting capacity of 3 tonnes and length of 18 m. The vehicle must be equipped with a crab-type gripper and slings. Does not include inside material unloading and delivery to the construction site. |   | X |
| 5.1.4. Making the foundation of the building and protecting the foundation against icing prior to the commencement of the Construction Works. (Covering with plastic) | X |   |
| 5.1.5. Removing snow from the foundation and Construction Site prior to the commencement of the Construction Works. |  X |   |
| 5.1.6. Provision of a waste container. |   | X |
| 5.1.7. Provision of scaffolding at the Construction Site according to Norwegian Standards. | X  |  |
| 5.1.8. Provision of moisture collector and 5KW heater at the Construction Site during construction period according to Clause 7.1.2 of the agreement |   | X |

5.2. **Distribution of works during the construction:**

The Contracting Parties mutually agree to divide the volume of Construction Works as follows

(please mark with x)

|  |  |  |
| --- | --- | --- |
|   | **Customer** | **Contractor** |
| 5.2.1. Scaffolding assembly works according Norwegian Standards | X |  |
| 5.2.2. Daily removal of snow from the Construction Site during the construction. |   | X |
| 5.2.3. Maintenance of the necessary humidity level and ventilation in the building construction period by providing humidity extractors and heaters.  |    | X |
| 5.2.4. Collection of waste and debris in the waste container from the construction site after completion of the Works. |   | X |
| 5.2.5. Final cleaning of the construction site before being put into service by a state/ local government agency. | X |   |

**6.    AMOUNT OF THE AGREEMENT, INDEXATION OF THE AGREEMENT AMOUNT AND PAYMENT PROCEDURE**

**6.1. Amount of the Agreement and additional works**

**6.1.1. The Contractor undertakes to perform Contract Works in accordance with Annex 1 at the fixed price of:**

**NOK ${[[DARBS\_TOTAL\_NOK]]}** **plus VAT (25%)** **${[[DARBS\_TOTAL\_NOK\_VAT25]]}** **NOK**

**TOTAL AMOUNT: ${[[DARBS\_TOTAL\_NOK+VAT25]]}** **NOK**

6.1.2. All additional works performed by the Contractor and not included in Annex No. 1 shall be submitted/forwarded to the Customer for approval, and the Customer shall pay for the additional work performed in addition to the amount specified in Clause 6.1.1 by setting the following hourly rate: NOK 450.00 per hour (for one worker).

**6.2. Payment procedure:**

**PAYMENT SCHEDULE**

**The Contract amount shall be paid to the Contractor in several instalments.**

|  |  |  |
| --- | --- | --- |
| **No.** | **Percentage of the total amount** | **Submission of an invoice to the Customer (*according to the schedule of Construction Works*)** |
| **1.** | **20%** | An advance invoice prior to commencement of the Works |
| **2.** | **25%** | Week 2 |
| **3.** | **25%** | Week 4 |
| **4.** | **25%** | Week 6 |
| **5.** | **5%** | (after signing the Final Work Acceptance Certificate) |

**6.3 The amount of the Agreement shall not be indexed.**

**6.4. PAYMENT PROCEDURE**

6.4.1. The Customer is obliged to pay the invoice within 3 business days from its receipt.

6.4.2. The invoice shall be forwarded to the Customer's e-mail address specified in the details of the Agreement and is valid without signature. The invoice shall be considered received on the next day after forwarding it by e-mail.

6.4.3. The Customer shall transfer the payment according to the payment schedule for the completed Construction Works to the **Contractor’s bank account**-

**Bank: DNB BANK ASA**

**Bank account No. 1506.60.96138**

\* The payment shall be considered received as soon as the respective amount is received in the bank account.

6.4.4. In the case that the Customer delays the payments specified in Clause 6.2, the Contractor has the right to charge the Customer a penalty in the amount of 1% of the total Contract price specified in clause 6.1.1 for each full week of delay. The penalty may not exceed 7% of the total Contract price. If the Contractor fails to receive payment for more than 15 days for any part of the executed Construction Works in accordance with the Payment Schedule and invoice, the Contractor has the right to file a claim with the Norwegian Pre-Trial institution (*Forliksrådet*) and/or Oslo Court.

6.4.5. If the Contractor is delaying the execution of the final works, in accordance with Clause 7.1.2 the Customer is entitled to apply a penalty of 1% of the total contract price specified in Clause 6.1.1 for each full week of delay. The penalty may not exceed 5% of the total contract price.In case the penalty is applied, Contractor is exempted from covering other Customer’s costs related to delay.

6.4.6. The Parties agree that the prices may change if the NOK exchange rate against the Euro changes by more than 3% prior to the commencement of the Works according to the information of the European Central Bank. The exchange rate on the day of signing this Agreement is **EUR 1 = NOK**

6.4.7. If any of the payments (in accordance with Clauses 6.1.2 and 6.2 of the Agreement) is delayed by more than 5 days, the Contractor has the right to suspend the Works until the relevant payment is made and to apply the penalty for downtime in accordance with Clause 3.1.3.

6.4.8. If any of the payments (in accordance with Clauses 6.1.2 and 6.2 of the Agreement) are not made for more than 15 days, the Contractor has the right to change the provisions (sums) of Clauses 6.1.1 and 6.1.2 of the Agreement or to terminate the Agreement.

6.5. **CHANGES IN THE SCOPE OF CONTRACT WORKS AND ADDITIONAL WORKS**

6.5.1. The Parties may request amendments to the amount of the Agreement due to additional works requested by the Customer in accordance with Section 42 of the Law on Construction of Residential Premises (*Bustadoppføringslova § 42*).

6.5.2. The Contractor may request additional payment from the Customer for additional services during the execution of the Construction Works, for example, if the parameters of the building change upon receiving of a building permit, etc. All modifications shall be agreed upon by the Parties.

6.5.3. The Contractor has the rights to cancel the provision of the crane and scaffold rent by informing the customer 30 days before the given dates in point 7.1.1. If the customer is not able to start the building process on the provided date within the period of point 7.1.1, the scaffold rent and crane rent is cancelled automatically. Availability for the new period for the Crane and Scaffolds is discussed individually. When the customer receives an official letter for the crane or scaffold or both cancellations, it becomes the customer's responsibility to provide on given dates the crane and scaffolds according to the points 5.1.3 and 5.1.7.  Contractor responsibility is to reduce the total amount from the contract according to given prices on ‘’annex 1’’ for scaffolds (position 4) and crane work (position 1).

6.5.4 The Contractor has the right to cancel the provision of the crane on the starting date if our truck with 22m length crane realizes that it is not possible to reach the farthest corner of the house, due to conditions/space of the driveway or the configuration of the foundation. It becomes the customer's responsibility to provide appropriate crane for the conditions of the work and pay directly to the crane company.  The contractor's responsibility is to help a find appropriate crane for the work and reduce the total amount from the contract according to given prices on crane work (position 1).

6.6.           **FEES**

6.6.1. All fees and other costs related to the Construction Site owed to the State and Local Government Authorities shall be paid by the Customer.

6.6.2. The costs for consumed electricity and water shall be paid by the Customer.

**7.** **DEADLINES**

7.1.        **DEADLINES FOR EXECUTION OF THE CONSTRUCTION WORKS SET BY THE CONTRACTOR**

7.1.1. The Contractor undertakes to start the Construction Works at the Construction Site **from week to week** .

The exact date for the start of the Construction Works shall be announced to the Customer 1 month in advance. Any changes to the date of start of the Construction Works shall be mutually agreed by the Parties.

7.1.2. The Contractor undertakes to complete the Construction Works and handover the building to the Customer **within weeks** from the start of the Construction Work.

7.1.3. Prior to the start of the Construction Work, the Contractor shall forward the Customer a Work execution schedule.

7.1.4. The Contractor has rights to set a starting date of Construction Work at their discretion within the period mentioned above and is obliged to inform the Customer 30 days ahead of estimated date. If the Customer refuses the start of Construction Work the scheduled time if such delays are due to the Customers fault (lack of building permission, unsuitable circumstances for building processes at the Construction Site, etc.), the Contractor has the right to either designate another starting time of Construction Works, according to the discretion of the Contractor or cancel the agreement by informing the Customer.

**7.2. FORCE MAJEURE**

In the case, if the Parties are unable to completely or partially fulfil their obligations under the present Agreement because of: fire, war, military operations of any kind, blockades, prohibition of export/import, the fulfilment of the Agreement’s obligations by the parties shall be extended correspondingly for the period during which these circumstances last.

If these contingencies continue for more than three months, each party shall have right to refuse further execution of the obligations under this Agreement and neither of the parties shall have the rights for the reimbursement of any possible damages by the other party. The party, for which the performance of obligations under the present Agreement becomes impossible, notifies the other party in writing of the beginning and cessation of the above circumstances not later than 5 days from the date of their commencement.

In case of closed country borders due to Covid-19 or any other pandemic restrictions and Contractor is not allowed to send the workers to Construction Site in agreed time – the start of the Construction Works will be moved to the next available timeframe Contractor can offer.

7.3.           **EXTENSION OF DEADLINES**

7.3.1. The Contractor is entitled to a reasonable extension of the deadline for the handover of building to the Customer in the following cases:

7.3.1.1. If the Customer fails to comply with the terms of the Agreement, including fails to observe a term of any payment stipulated in Clause 6.2 of the Agreement.

7.3.1.2. If the works are delayed as a result of natural conditions (natural disasters, storms, bad weather, rain, air temperatures below -15 degrees, snow thickness exceeding the average norms, etc.).

7.3.1.3. If Force Majeure conditions set in.

7.3.1.4. Other events that are not dependent on the Contractor, but are related to the Customer's actions/inaction or third party actions.

7.3.2. The Contractor must notify the Customer of circumstances that delay or could delay the handover of building to the Customer.

**8.**           **ADMINISTRATION OF THE EXECUTION OF WORKS AND INSPECTION OF WORKS**

8.1.1. The Contractor shall control the execution of Construction Works and submit to Customer the Work Inspection Protocol upon checking the execution of the stages of work (Annex 2 to the Agreement).

8.1.2. The Customer is obliged to visit the Construction Site in order to inspect stages of works together with the carpenter team, according to the completion of the construction phase indicated in the construction schedule (*preliminary inspections of construction works is organised every 2 (two) weeks from the date of start).* The Parties shall agree on the exact time of the inspection in advance. The Customer is obliged to visit the Construction Site in person or to appoint an authorised representative for controlling the stages of the construction works. If the Customer cannot visit the Construction Site on the specified date/time, the Customer shall notify the Contractor at least 2 (two) days in advance, indicating the closest date for arriving to check/accept works.

8.1.3. The Customer undertakes to sign the Work Inspection Protocol submitted by the Contractor within 2 (two) days from its receipt. If the Customer has failed to do so within this deadline and has not submitted a substantiated written claim in this regard, it shall be deemed that the stages of the works are accepted and the Work Inspection Protocol is signed by the Customer on the 3rd (third) day after submission, and the Customer shall become liable to pay for the works performed by the Contractor as stipulated in this Agreement.

This Clause also applies to a case where the Contractor has notified the Customer of the precise time of the inspection of a particular stage of the Construction Works, but the Customer has not arrived at the Construction Site and has stated that it will not be able to arrive at the time agreed for checking/accepting works. In such case, the Contractor forwards the Work Inspection protocol to the Customer by e-mail and allows for 2 (two) days to sign the protocol.

8.1.4. Each of the Parties is entitled to arrange a quality expert examination at any stage of the Construction Works by inviting certified/licensed experts; however, the costs of the expert examination shall be paid by the Party who invited the expert.

8.1.5. If any defects in Construction Works are detected while inspecting any stage of the Construction Works, the Parties shall record them in the Work Inspection Protocol. The Contractor shall eliminate the defects as soon as possible but within no more than 1 (one) month.

8.1.6. After checking stages of Construction Work and signing the Work Inspection Protocol, it is deemed that the stages of the Construction Work has been accepted and there are no claims against it.

**9. THE PROCEDURE OF ACCEPTANCE AND HANDOVER OF THE WORK**

Upon the completion of all Construction works, according to the time schedule specified in the construction schedule, the Customer is obliged to visit the Construction Site for the meeting with the carpenter team regarding the acceptance of the building. The parties shall coordinate the exact time separately.

9.1. The Contractor shall submit the Customer the Final Work Acceptance Certificate, which the Parties sign in 2 (two) counterparts (one for each Party), or record deficiencies/defects in writing. If such defects are detected, the Contractor shall eliminate them as soon as possible, but within no more than 1 (one) month. In certain cases, the Parties may agree on a deadline for the elimination of other defects, if the Contractor is unable to comply with the deadline for elimination of defects referred to in this Clause for objective reasons.

9.2. The provisions of Clauses 8.1.2–8.1.4 of the Agreement shall also apply to the commissioning of the building and they shall be binding to both Parties.

9.3. In accordance with the Payment schedule, the Contractor has the right to issue a final invoice and to receive the final payment after the signing of the Final Work Acceptance Certificate by both Parties. The Customer shall not be entitled to reside in the building until the full amount is paid to the Contractor. The Contractor shall handover the keys in person or by using postal courier services to the Customer immediately after the full payment of all invoices.

9.4. The Customer shall be responsible for security at the Construction Site until the Customer has made full payment to the Contractor if the Contractor has completed the Construction Works and left the Construction Site.

**10.**            **INSURANCE**

10.1. During the construction on the Construction site, the Contractor holds the insurance certificate for:Company Liability and Project insurance.

10.2. Upon the request of the Customer, the Contractor shall submit a business risk insurance policy (general liability and management liability).

**11.**            **TERMINATION OF THE AGREEMENT**

11.1. The Contractor has the right to terminate the Agreement with the Customer and suspend the Construction works if the Client fails to comply with the payment deadlines specified in Clause 6.2, delaying the payment for more than 15 (fifteen) days.

11.2. The Contractor has the right to terminate the Agreement if the Customer has not fulfilled its obligations in accordance with the terms of the Agreement.

11.3. The Customer has the right to terminate the Agreement with the Contractor if the Contractor has delayed the deadline by more the 3 months or no less than 3 months prior to the starting date of the Construction Works.

11.4 The Contractor is entitled to terminate this agreement unilaterally without being obliged to incur any damages or losses of the Customer by sending written notice at least 90 calendar days in advance before the set date in point 7.1.1.

**12.**            **WARRANTY**

12.1. The Contractor shall issue a 1 (one) year warranty for Construction Works.

12.2. The Customer is obliged to notify the Contractor about any warranty request in timely manner, in writing, describing the defect in detail and taking photos of the defects.

12.3. Upon receipt of a request for a warranty works, the Contractor shall respond to warranty request within 1 month, with detailed description of the case and plan of action. If the defects refer to warranty works, the Contractor shall eliminate them within 3 months or another deadline, if agreed on by the Parties separately.

12.4. Warranty is only valid if the obligations of payments point 6.1.1 for the building service are fulfilled by the Customer in full and if “Cabin User’s Manual” has been followed to full extent.

**13. PERSONAL DATA PROCESSING**

13.1. The Contractor carries out the processing of personal data specified in the Agreement or submitted as a result of the performance of the Agreement on behalf of and in the interests of the Customer.

13.2. The Contractor hereby acknowledges that the information and personal data submitted by the Customer in connection with the performance of the Agreement will be collected, processed and stored in accordance with the requirements of the European Union regulatory enactments, including in compliance with data protection laws and regulations of the European Parliament and of the Council and Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

13.3. The Customer agrees that the Contractor takes photos at the Construction Site for work quality assurance/improvement.

13.4. By submitting its data, the Customer agrees that the data is processed and stored during the term of the Agreement. After the execution of the Agreement, including completion of the warranty period, the data will be erased in accordance with the requirements of the regulatory enactments.

13.5. The collected data will not be transferred to third parties, except for the purpose of data processing specified herein, or if such an obligation is imposed by law.

13.6. The Customer has the right to request the renewal of its data, information on the use of personal data, and to request the deletion of its data at any time.

**14.**            **OTHER PROVISIONS**

14.1. The Contractor shall not be responsible for any defects in building materials incurred by the Customer or third parties if:

14.1.1.   The defects have been caused by careless unloading and/or delivery of the Construction Materials if such services are provided by a third party appointed by Customer;

14.1.2.   The Construction Materials are stored in inappropriate weather conditions with the temperature below -15 degrees;

14.1.3.   The relative air humidity in the building exceeds 50 %.

14.2.   By signing the Agreement, the Customer confirms that it has read and understands the “Cabin User Manual”,  this is an integral part of this Agreement.

14.3.   During the final inspection, the Customer shall fill in the form on the evaluation of the Contractor’s employees performance at Construction Site.

14.4.   The Customer hereby confirms that the purpose of construction and further use of this building is: residing (*for residing, renting out, for carrying out a commercial activity*).

14.5.   The Contractor shall be entitled to advertise itself with various types of materials during the course of construction without the separate consent of the Customer, including taking photos at the Construction Site and inside the building.

14.6.   The Customer is strictly forbidden from concluding any contracts, agreements with the Contractor's employees directly, without the Customer's written consent, including to hire Contractor's employees for the performance of similar works as referred to in this Agreement. Any “back-to-back” agreement with the Contractor's employees will be considered a gross violation, in which case the Customer shall pay the Contractor a penalty of NOK 100,000.00.

14.7.   The Parties guarantee that the Agreement and the information contained herein is confidential. The content of the Agreement, including costs and prices, shall not be disclosed to third parties.

14.8.   The Parties shall cooperate with each other for the successful implementation of the Agreement.

14.9. The Parties are fully aware of the content of the Agreement and have no objections to it. Any changes, amendments, additions must be made in writing.

14.10. None of the Parties shall be entitled to transfer its rights and obligations under this Agreement to a third party without the written consent of the other party.

14.11. Any disputes or controversies that may arise or will arise between the Parties during the execution of the Agreement shall be resolved by the Parties through negotiations. If an agreement cannot be reached, the disputes arising from this agreement shall be settled before the court in Oslo, Norway.

**15. ANNEXES**

The following are integral parts of this Agreement:

15.1. Annex 1 — List of the works to be performed by the Contractor
15.2. Annex 2 — Work Inspection Protocol
15.3. Annex 3 — Final Work Acceptance Certificate
15.4. Annex 4 — Protocol of Inspection for Cabin Foundation
15.5. Annex 5 — “Cabin” User Manual

The Customer has familiarised itself with the documents of the Annex and is fully aware of the concepts and definitions used in the Annexes.

**16.**            **SIGNATURES OF THE PARTIES**

The Agreement is drawn up in English, in two identical counterparts, both of which have the same legal force — one copy shall be issued to the Customer and the other one to the Contractor.

|  |  |
| --- | --- |
|   Place                                   Date |   Place                                           Date |
|   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ /  |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/“NORD HYTTEBYGG” AS representativeReinis Onuzans/ |