

Specialist Contractor Agreement Framework

Site:

DigiPlex Norway AS
Ulvenveien 89B,
Oslo 0581,
Norway

Specialist:

Nortronik AS
Stallbakken 9 C
2005 Rælingen

Service: Inergenslokkeanlegg

DigiPlex	DigiPlex Norway AS Ulvenveien 89B, Oslo 0581 Norway	Quality Record System	Document Name: Nortronik
Originator: Dan Oldham		Document / Process Owner: Site Manager	File: OPS 7 021 - Nortronik
Document Number: OPS 7 021		Revision: None	Date: 18 th February 2011

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MAINTENANCE AGREEMENT

Dated January 2011

(1) **Nortronik A/S** (Contractor)
Stallbakken 9 C
2005 Rælingen
Org. nr:

and

(2) **DigiPlex Norway AS.** (Client)
Ulvenveien 89B, Oslo 0581, Norway (Site)
Org. no.: 981 663 322

Principle Terms:

1. **Commencement Date** : 1. January 2011
2. **Anniversary Date** : 31. December 2012
3. **Service** : Årlig service og ettersyn på Inergenslokkeanlegg
4. **Equipment** : As per attached schedule
5. **Basic Fee** : 7200,- p.a. (exc. VAT)
6. **Payment Terms** : 30 days from invoice
7. **Emergency Call-Outs** : Within a maximum period of 3 hours
8. **Termination** : 90 days of written notice by either party
9. **Terms and Conditions** : As per attached schedule

For and on behalf of
Nortronik A/S

Bjørn Hopperstad

B. Hopperstad

For and on behalf of
DigiPlex Norway AS

Anders Korshavn

Anders Korshavn
General Manager

Document Number:
OPS 7 021

Revision:
None

Date:
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DigiPlex Norway AS
Ulvenveien 89B,
Oslo 0581, Norway

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Specialist Contractor Details:

Contractor's Name: **Nortronik A/S**

Address: **Stallbakken 9 C**
 2005 Rælingen

Telephone – Normal Hours: 63 83 63 00

Telephone – 24 hour emergency call out: 63 83 63 00

Main Contact Names and Telephone Nos.:

No 1 Ken Solend : 0047 974 05 311 (ken@nortronik.com)



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Maintenance Task Details: See contract.

Maint' Task No.	Maintenance Task	Frequency
1	Se også Servicekontrakt mellom NortronikAS og Digiplex. Første service vil bli høsten 2011 hvor Nortronik vil ta kontakt for avtale om konkret tidspunkt. I tillegg er det ønskelig å koordinere service med leverandør av brannvarsling/deteksjon.	
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Schedule of Annual Charges and Labour Rates:

	Labour Hours	Maint' Tasks Applicable	Charge
PPM Charge - Visit 1			
PPM Charge - Visit 2			
PPM Charge - Visit 3			
PPM Charge - Visit 4			
	Response Time		
Emergency Service Charge			
Total Annual Charge (excluding VAT)			46 830,-

Time Periods	Mon-Fri	Saturday	Sunday	Other
Normal	16.00 – 08.00			
Normal				
Overtime Rate 1	16.00 – 21.00			
Overtime Rate 2	21.00 - 08.00	08.00-		

Labour Rates	Engineer Grade	Normal Hours	Overtime Rate 1	Overtime Rate 2
Fixed price		NOK 750,-	-	-
50% rates extra			NOK 375,-	
100% rates extra				NOK 750,-

Additional Charges	Normal Hours	Overtime Rate 1	Overtime Rate 2	Overtime Rate 3
Call-Out Charge	Not applicable	Not applicable	Not applicable	Not applicable
Travel Rate				
Mileage				
Minimum Charge	Not applicable	Not applicable	Not applicable	Not applicable
Materials Mark-Up	+ 0%			
Plant/Sub Contractor Mark-Up	+ 0%			

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Site Specific Information:

Key Site Details:

Site Manager:

Anders Korshavn
DigiPlex Norway AS, Ulvenveien 89B,
Oslo 0581, Norway

Telephone: 0047 23 20 78 63
Fax: 0047 23 20 78 71
Mobile: 0047 400 00 909

Operations Engineering Manager:

Dan Oldham
Aldwyns Ltd., Beaumont House,
172 Southgate Street, Gloucester,
Gloucestershire. GL1 2EZ. United Kingdom

Telephone: 0044 1606 738 557
Fax: 0044 1606 738 443
Mobile: 0044 7813 806 707

Maintenance coordinator:

DigiPlex Norway AS, Ulvenveien 89B,
Oslo 0581, Norway

Telephone: 0047 23 20 78 ??

Security Details:

Security clearance will be required for all operatives who work on site. Proof of identification will be requested and may be retained whilst on site.

Agreement Terms and Conditions:

The following provisions apply to this Agreement between DigiPlex Norway AS, hereinafter referred to as "Client", and the Contractor whose name and address appear in the Agreement, hereinafter referred to as the "Contractor".

1. Norwegian Sales of Goods Act: To the extent it is applicable and does not conflict with the terms and conditions of this Agreement, the terms and conditions of the Norwegian Sale of Goods Act apply to this Agreement, whether it is for goods, services or both. In case of conflict, the terms of this Agreement come before the non-mandatory provisions of the Act.

2. Offer and acceptance: This Agreement shall constitute an offer that is open for acceptance by Contractor for no more than thirty (30) days from its date. The Client may withdraw it at any time before Contractor accepts. The terms and conditions specified here shall apply notwithstanding any contrary provision or condition of Contractor's quotation or other practical or formal form of acceptance of this Agreement. Contractor's objections to any terms herein must be in writing specifically detailing the objections and received by the Client prior to acceptance. Issuance of Contractor's quotation or any other practical or formal form of acceptance shall be deemed acceptance of these terms and conditions. Instructions given in Norwegian or English shall be binding on the parties

3. Warranties: The Contractor warrants that it is professionally qualified to supply all goods and/or perform all services associated with this Agreement. All goods and services shall be first quality, free from faults, defects, liens and patent infringements, conform to the specifications set forth in this Agreement, and be subject to the Client's inspection. Neither the Client's inspection nor failure to inspect shall relieve Contractor of any obligations, representations or warranties hereunder. If goods or services fail to conform to the Client's specifications or are otherwise defective, Contractor shall promptly replace or correct them at Contractor's sole expense, and the Client may withhold payments until they are replaced or corrected to the Client's satisfaction. No payment for or acceptance of goods and services by the Client shall constitute waiver of any of the foregoing nor shall anything herein be construed to exclude or limit any of Contractor's mandatory and non-mandatory warranties implied by law. The Client may withhold a percentage of payment for the duration of the warranty period by agreement with the Contractor.

4. Payment terms and invoicing: The price quoted excludes all applicable taxes including VAT and includes delivery to the address specified in this Agreement. The Client normally will pay Contractor's invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified in this Agreement. The Client may make partial payments for goods and/or services to the extent that they are delivered and/or installed over time. In such case, final payment will be made within thirty (30) days of final delivery, installation and acceptance. No extra charges of any kind will be allowed for the Client's account unless specifically agreed to by the Client in writing. The Contractor must invoice in accordance with the instructions in the Agreement, dividing the charges as indicated and stating the order number, cost centre or project number as appropriate. The Client may delay payment of an invoice that is not in accordance with instructions at least thirty (30) days after such invoice is brought into accordance.

5. Work done on the Client's premises: The Contractor shall take reasonable steps to prevent property damage or personal injury during any work performed by any employees, agents, or subcontractors of Contractor on the Client's premises. The Contractor agrees to indemnify and hold harmless the Client from and against all loss, liability, and damages arising from or caused directly or indirectly by any act or omission, including negligence, of such employees, agents, etc. All materials furnished by the Client for use in the performance of this Agreement, whether on premises or not, shall remain the Client's property. The Contractor shall be liable for any business loss or disruption attributable to error, omission or negligence on his part.

6. Termination: (1) Either Party is entitled to terminate the Agreement, upon thirty (30) days written notice, if the other party fails to fulfil any of its material obligations under the Agreement; (2) Either party is entitled to terminate the Agreement immediately upon written notice if the other party or the other party's parent company becomes bankrupt or insolvent; (3) Goods and/or services described in the Agreement are to be supplied, delivered, performed and/or completed within the time constraints stipulated or otherwise as soon as possible. The Client may, upon thirty (30) days written notice, terminate this Agreement if the Contractor repeatedly fails to deliver the items or to perform the services within the time specified, to replace or correct defective goods or services, or to perform any of the other provisions of this Agreement.



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7. Force Majeure: Neither party will be liable for any failure or delay in its performance under this Agreement due to Force Majeure.

8. Assignment: No right or obligation under this Agreement shall be assigned by the Contractor without the Client's written consent. The Client may assign this Agreement if such assignment is considered necessary in connection with a sale of the Client's assets or shares. The Contractor shall not subcontract without the prior written consent of the Client.

9. Confidentiality: Each party agrees to take reasonable steps to prevent the duplication or disclosure of confidential information of the other party.

10. Governing Law: This Agreement shall be construed, interpreted and governed by Norwegian law. The ordinary courts in Oslo, Norway shall settle any dispute, controversy or claim arising out of or relating to the Order, or the breach, termination or invalidity hereof.

11. Entire Agreement: The entire agreement between the Client and Contractor is contained in this Agreement, except such terms as may be specifically incorporated by reference. No alleged oral promises or conditions not set forth here shall be binding upon the Client or Contractor, and any prior negotiations between the parties are merged herein. This Agreement cannot be modified or rescinded except by a writing signed by both parties. No waiver of breach or any other provision of this Agreement shall be deemed a waiver of any succeeding breach, nor shall such waiver be deemed to be a modification of the terms hereof.