

# **Standard Terms and Conditions for the Norwegian Meteorological Institute:**

## **1. Invoicing**

The Meteorological Institute (MET) invoices up to twelve times a year, using EHF invoice where this is possible. The payment deadline is 30 days after the invoice date. In the event of late payment, interest will accrue in accordance with the Act on Interest on Late Payments. MET Norway's claim is not waived in the event of late invoicing.

## **2. Price Changes and Contract Amendments**

The prices are automatically index-adjusted at each year-end based on Statistics Norway's (SSB) annual growth in CPI. Other price changes will be notified at least one month in advance. New assignments or extensions of existing assignments must be agreed in writing, and the costs will be clarified in each individual case.

## **3. Copyright**

The copyright to data, products, and services delivered under this agreement belongs to MET Norway. The customer shall always cite MET Norway as the source and indicate copyright where relevant. MET Norway may freely use delivered units for other purposes within its operations.

## **4. Usage Restrictions**

The customer may only use delivered units for the purpose specified in the agreement. Reproduction, distribution, resale, or other transfer to third parties requires written consent from MET Norway.

## **5. Liability**

MET Norway is responsible for ensuring that the delivery is in accordance with collected basic data and quality-assured routines. MET Norway is not responsible for any incorrect forecasts, incorrect use of data, or consequential damages.

When delivering units that are updated regularly, it is the customer's responsibility to use these before a new update. MET Norway is not responsible for storing weather forecasts.

MET Norway is only liable to the customer unless otherwise agreed in writing. The customer is responsible for claims from third parties related to the customer's use of the delivery.

## **6. Delivery Delays**

MET Norway is not responsible for delivery delays caused by data transmission failures if MET Norway has taken all reasonable precautions.

## **7. Force Majeure**

Extraordinary events beyond MET Norway's control exempt MET Norway from liability for non-performance of the agreement as long as the situation persists. In the event of prolonged obstacles that are equivalent to a material breach, the agreement may lapse.

For reasons of national security interests, MET Norway may, following an order from the Norwegian authorities, stop or reduce deliveries without liability for consequential damages.

## **8. Complaints**

Complaints must be made in writing within 30 days if the delivery does not comply with the agreed specifications.

## **9. Termination/Cancellation**

### **9.1 Material Breach**

In the event of a material breach, the other party may terminate the agreement with immediate effect.

### **9.2 Cancellation**

MET Norway may terminate the agreement if:

- Outstanding claims are not paid within 30 days after written notice.
- The customer does not rectify a breach of the agreement within 30 days after written notice.

The customer may terminate the agreement if:

- Delivered units do not comply with agreed specifications and this constitutes a material breach of contract. Cancellation must be notified within 30 days. MET Norway has the right to rectify the error, deliver again, or offer a price reduction within the same period.
- It is evident that MET Norway cannot fulfill the agreement within 30 days after a defect has been reported.

### **9.3 Deletion**

Upon termination due to the customer's breach, the customer shall delete all received units.

#### **10. Notice of Termination**

The agreement may be terminated in writing with three months' notice unless otherwise agreed.

#### **11. Conflict**

In the event of a conflict between MET Norway's and the customer's terms and conditions, MET Norway's terms and conditions shall apply unless otherwise agreed in writing.

#### **12. Choice of Law and Disputes**

The agreement is governed by Norwegian law. Disputes shall be sought resolved through negotiations. If negotiations do not lead to a solution within two months, the dispute may be brought before a Norwegian court.