



Service Terms and Conditions for Avonova BHT

1. About the Service Terms and Conditions

These Service Terms and Conditions apply to any enterprise («the **Customer**») entering into an agreement («the **Agreement**») with Avonova Helse AS and/or Avonova Solutions AS and/or Avonova Solutions BHT AS («the **Supplier**») regarding the purchase of occupational health services («the **Product**»). These Service Terms and Conditions are a part of said Agreement. With «**Party**» means the Customer and the Supplier separately, and with «**Parties**» means the Customer and the Supplier together.

These Terms and Conditions are effective from 06.11.2023.

2. Purpose of the Agreement

The agreement concerns time-limited access to the Product, which includes the use of Avonova occupational health services, and is a package consisting of HSE and health services. Descriptions of services and deliverables included in the Product are described in the at any time applicable «**Product Description**» (attached to the Agreement).

The Product includes affiliation with Avonova Helse AS as an approved occupational health service, and through the Product the Customer shall have access to all services that an approved occupational health service shall provide. The product description shall clearly state which services are provided by an approved occupational health service and are statutory or preventive risk-based services pursuant to Chapter 13 of Forskrift om organisering, ledelse og medvirkning (the Regulations concerning Organisation, Management and Employee Participation) and Section 2-4 of forskrift om administrative ordninger (the Regulations concerning Administrative Arrangements). Other parts of the Product shall be regarded as supplementary services.

3. Contents of the Agreement

Service Terms and Conditions for Avonova BHT



The Customer is granted access to the Product by way of licences. With «**Licence**» means the number of employees of the Customer who have access to the services and/or deliveries in the Product. The number of licences is stated in the Agreement. On entering into the Agreement and paying the applicable license fee, the Customer is given a non-exclusive, non-transferable, revocable and limited right to use the Product in line with the Agreement. On cessation of the Agreement, this licence is automatically withdrawn immediately.

If the Customer has entered into an Agreement which is not based on Licenses, the Customer shall, within the scope of the Agreement, ensure that Sections 4.1 and 4.2 of these Terms and Conditions can be implemented in accordance with the intentions set out in applicable law and regulations. If, within the scope of the Agreement, the Customer does not enable the Supplier to deliver comprehensive occupational health services in accordance with applicable law and regulations, the services shall (where applicable) continue to be provided by an approved occupational health service, but the Agreement will cease to be considered an affiliation with an approved occupational health service pursuant to Section 3-3 of arbeidsmiljøloven (the Working Environment Act).

4. Service content and organisation

4.1 Professional quality and organisation

Avonova Helse AS is ISO certified according to ISO 9001 and ISO 14001. The Product is supplied by competent professionals where required by applicable law or regulations, and otherwise by personnel with expertise in their respective service areas. The Supplier shall ensure that the Product is delivered in accordance with any legal and regulatory requirements relating to occupational health services and shall:

- Facilitate good and efficient interaction between the Supplier and the Customer.
- Draw up a collaboration plan with the Customer based on the Customer's action plan and the Customer's documented needs for occupational health services
- Provide a general overview of ongoing and/or planned deliveries from the occupational health service and the required resources.
- Assist the customer in planning and facilitating deliveries from the occupational health service
- Prepare periodic delivery reports/annual reports

Service Terms and Conditions for Avonova BHT



The Parties undertake to facilitate the practical implementation of the agreed activities. The Supplier has no liability for any non-fulfilment of its obligations under the Agreement if said non-fulfilment is attributable to the Customer not facilitating the completion of these activities.

The Customer is responsible for facilitating that the Supplier can implement the advisory services which they are required by law and current regulations to deliver. Furthermore, the Customer is responsible for ensuring that their use of the occupational health service is in accordance with all applicable legal and regulatory requirements, regardless of whether the services are provided in a package, as a subscription or purchased separately.

4.2 Collaboration plan and agreed activities

The Parties shall draw up a collaboration plan setting out the individual activities for each year. This collaboration plan shall ensure the necessary predictability in relation to any resource requirements as well as the desired progress of activities. Activities anchored in the collaboration plan are binding for delivery and invoicing.

The collaboration plan may only be changed if the Supplier and the Customer agree on the implementation of such changes. The Customer undertakes to facilitate the implementation of activities as agreed in the collaboration plan.

Any changes to the time for implementation of activities agreed in the collaboration plan must be notified within twenty -20- working days prior to the agreed implementation, unless otherwise explicitly stipulated in the Agreement. In the event of any changes or cancellations after this deadline, the service delivery is to be regarded as having taken place and will be billed in full.

4.3 Response time

The Supplier can be reached by email: kundesenter@avonova.no.

Orders and changes can be made electronically 24/7 in the Supplier's customer portal.

5. Obligations of the parties

The Supplier shall arrange for the delivery of the Product as set out in the Agreement and the Product Description (attached to the Agreement).

In order for the Customer to require the Supplier to fulfil its obligations to the Customer, the Customer shall provide the Supplier with all the information relevant to

Service Terms and Conditions for Avonova BHT



the Supplier's implementation of its tasks. This requirement also entails that the Customer shall ensure that any necessary tasks the Supplier assigns to the Customer or someone within the Customer's control are implemented. The Customer shall provide the Supplier with full and accurate information.

6. Changes to and cancellations of services

Any cancellations or changes in the time of delivery for services ordered that are not covered by the collaboration plan must be notified within five -5- business days before the scheduled time for delivery. If the cancellation or change relates to an agreed health examination, and the change involves several employees, the cancellation or change must be notified within twenty -20- business days before the date on which the first appointment is scheduled.

In the event of any changes or cancellations after the deadline stated in these Terms and Conditions, the service delivery is to be regarded as having taken place and will be billed in full.

7. Contract term and notice period

7.1. General

Unless otherwise explicitly stated in the Agreement, the Agreement is in force for 36 months (the **Agreement Period**). The first Agreement Period runs from the date the Agreement is signed, unless another start date is stated in the Agreement.

The Agreement may not be terminated with effect before the expiration of the Agreement Period.

The notice period is six -6- months before the first day of the month in which the Agreement Period expires.

If the Agreement is not terminated, it will automatically renew for a new Agreement Period (36 months), with subsequent renewals until the Agreement is terminated.

Notice of termination of the Agreement must be in writing and sent by email to Avonova's customer service center: kundesenter@avonova.no.

7.2 Changing the number of licences

The same provisions apply for reducing the number of licences as for termination of the Agreement, and notice must be given according to the terms provided in Section 11.1. This means that a reduction in licenses can only be made effective from the

Service Terms and Conditions for Avonova BHT



next Agreement Period and with a notice of at least six -6- months before the first day of the month the Agreement Period expires.

If the customer wishes to increase the number of licenses, this will be regarded as entering into a new agreement. Unless otherwise agreed in writing, a new contract period of 36 months will apply for the new licenses. The Supplier is not obliged to offer the Customer the same price for the new licenses as for the original licenses.

8. Changes in the Service Terms and Conditions

The Supplier can unilaterally change, with future effect, the Service Terms and Conditions for Avonova BHT. The Supplier shall give the Customer at least one month's written notice of material changes. All such notices of changes shall be in writing and may be submitted electronically. Notice shall be deemed to have been duly given if it is sent to one of the contact addresses (e-mail or post) provided by the Customer in writing to the Supplier.

9. Precedence of documents

The Agreement between the Supplier and the Customer consists of the documents listed in the Agreement. In the event of any conflict of provisions, the Service Terms and Conditions for Avonova BHT shall take precedence over the General Terms and Conditions.