

**SUBSCRIPTION TERMS - SUPPLIERS****1. General**

The terms that follows from this agreement has been accepted by the Supplier when Achilles has received an order for registration material.

The purpose of a common Supplier's register for the building and construction industry, henceforth called StartBANK, is to establish a register where Suppliers already have been evaluated on basis of predetermined, objective criteria. This is an important effort in the work of making it simpler for the industry's participants to ensure that contracts are entered into with reliable companies and to form a basis for equal conditions of competition in the supplier market.

**2. Definitions**

**Procurement firms** are those companies that are entitled to active use of StartBANK, and thus entitled to extract information from StartBANK.

Up-dated list over registered Procurement firms shall, on request, be given to the Supplier.

**Supplier** is a company that registers in StartBANK as supplier of services and/or products.

The registration takes place when the Supplier fills in and submits the established electronic questionnaire and the obligatory standard declarations to Achilles.

**Achilles Systems AS** is responsible for development, operation and maintenance of StartBANK according to the Business agreement entered into between the The Construction Federation ("Byggenæringens Landsforening") (BNL) and Achilles Systems AS (Achilles), dated 14 April 2005.

**3. Scope**

There has been established a Steering group with representatives from the building and construction industry charged with the responsibility for establishment of premises and framework conditions for StartBANK.

Approval of Suppliers will be carried out in accordance with those criteria that at any time are stipulated by the Steering group.

If the evaluation is positive, the Supplier will receive a written confirmation from Achilles. Each Procurement firm may itself decide if there is any need for carrying out a further approval of the Supplier. This will be carried out directly between the Procurement firm and the supplier.

Registration as approved Supplier does not imply any guarantee for being included in the Procurement firm's bidder's list or for assignment of contract.

**4. Approval criteria**

StartBANK is based on objective criteria for approval and rules determined by the Steering group. The Steering group reserves the right to change criteria and rules as necessary.

**5. Application for approval**

An enterprise wanting to be registered as Supplier is itself responsible for correct declaration of those categories of product and services for which the registration shall apply.

**6. Approval / dismissal / annulment**

Achilles will within reasonable time inform the Supplier about the outcome of the registration.

Dismissal of your application for registration in StartBANK will be notified in writing with statement of grounds for dismissal.

Failure of giving sufficient and correct information will be basis for dismissal of the application.

The Supplier is himself responsible for informing Achilles about changes in the registered data, which he understands or should have understood are of importance for the Procurement firms.

The Steering group for StartBANK may annul approval for a Supplier that is registered in StartBANK, only if the Supplier no longer satisfies the rules and criteria applicable to StartBANK. Relevant Suppliers will be notified in writing with statement of reasons for the annulment before the registration is cancelled.

To withhold important information or to give information that is untrue, misleading or grossly inaccurate, may result in disqualification.

**7. Subscription charge**

The Steering group decides the at any time current subscription charge. This shall be valid for a period of up to 12 months from the point in time when the Supplier was approved.

**8. Liability, indemnity and default**

The Supplier shall vouch for that the information that is registered in StartBANK is correct at the time of registration, ref. clause 6. The Supplier shall keep the Procurement firms and/or Achilles indemnified for losses and damages that might have been caused by use of this information, ref. clause 1.

Please also refer to the general Norwegian law of torts and contract.

**9. Applicable law, arbitration**

This agreement is subject to Norwegian law.

Disputes that are not solved by mutual agreement, shall be decided by arbitration in Oslo according to the Civil Procedure Act chapter 32. An arbitration award is final and cannot be subject to later file of appeal by any of the parties.