

CONTRACT FOR CRAFTSMAN SERVICES

Standard contract for craftsman services on real estate

i This contract is applicable to agreements on work on real estate entered into between the service provider (in business) and the consumer. The agreement applies to the following work: repair, maintenance, installation, rebuilding, etc., cf. the Craftsmen's Services Act (håndverkertjenesteloven) § 1 first paragraph.

1. THE PARTIES TO THE AGREEMENT

Consumer

Name:

.....

Address:

.....

Postal code / City.....

Email:

Telephone number.:

Service provider (craftsman)

Name:

.....

Address:

.....

Postal code / place:

.....

Email:

Telephone number.:

Organization no .:

.....

Name of representative obliging service provider:

Representative's telephone

no:.....

Representative's email:

2. SPECIFICATION OF THE WORK TO BE CARRIED OUT

2.1 The work shall be carried out on the following property:

Cadastral no.: Title no.: Section no.: in
..... municipality.

Housing association and apartment no .:

.....

Street Address:

.....

2.2 It has been agreed that the service provider (craftsman) shall perform the following work (a more detailed description / offer can be attached):

.....

.....

.....

The service must be performed professionally, see point 1 in the contract form that is included.

Will an apprentice (s) be used in carrying out the assignment? YES NO

Shall the assignment be performed by the service provider's representative at the commencement of the agreement? YES NO

If no, who will carry out the assignment:

.....

3. CONSUMER PARTICIPATION

Is it agreed that the consumer shall prepare or work along the way in connection with the service provider's assignment? YES NO

If yes, describe what the consumer should do

.....

.....

.....

The consumer's contribution must be completed by: / /

4. PRELIMINARY INVESTIGATION

Has the service provider carried out a preliminary investigation prior to the conclusion of the contract? YES NO

If yes, enter the date of the preliminary examination / /

and describe the survey and any findings:

.....

.....

.....

5. PRICE OF THE SERVICE (all prices include VAT)

Tick one of the four options and fill in the price:

Fixed price for the entire assignment NOK ,- (incl. work and materials)

Price estimate NOK ,- (cannot be exceeded by more than 15%)

Fixed price parts of the assignment
Fixed price NOK ,- applies

Other work is performed at an hourly rate of NOK ,-

Current account without price estimate. Agreed hourly rate NOK ,-

6. ADDITIONAL WORK (work beyond what is covered by the assignment description)

Date of agreement on additional work: / /

The following additional work has been agreed:

.....
.....
.....

Tick one of the three options and fill in the price:

Fixed price additional work NOK , - (incl. work and materials)

Price estimate NOK , - (cannot be exceeded by more than 15%)

Current account without price estimate. Agreed hourly rate NOK
..... , -

7. PAYMENT

Check one of the three options:

The service provider sends the specified invoice when the service is terminated.

The service provider (craftsman) sends an instalment invoice as the work is carried out. The instalment invoice must be in accordance with the values added to the property in the form of materials and work.

Other payment method

For other payment methods, the settlement is performed as follows:

.....
.....
.....

8. DEADLINES

Work must start (date): / /

The service provider undertakes to complete the agreed work by (date): / /

Other deadlines for service providers:

.....

Deadlines for consumers:

9. DAILY FINES OR COMPENSATION IN THE EVENT OF DELAY

Check one of the two options:

If the completion is not completed by the above date and this is due to reasons for which the service provider (craftsman) is responsible, a daily fine of 0.002% of the total remuneration the service provider is entitled to be paid. A daily fine may be required to be paid for up to 50 days.

If the service provider (craftsman) is late (partial deadline and / or termination of the service), he shall pay the consumer compensation in accordance with the Craftsmen's Services Act(håndverkertjenesteloven) §§ 28 and 30.

10. OTHER TERMS

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.....
.....
.....
.....
.....
.....
.....
.....

11. ATTACHMENTS AND SIGNATURES

Attachments

No. of attachments:

Signatures

Date and city:

Consumer:

Consumer's signature:

Date and city:

Service provider (craftsman):

Service provider's (craftsman) signature:

CONTRACT FORM FOR CRAFTSMAN SERVICES

This agreement must be seen in connection with the Craftsmen's Services Act, hereby known as hvtjl. (håndverkertjenesteloven), which contains detailed and mandatory legal rules on the service provider's and consumer's rights and obligations. The provisions of the agreement are partly a supplement and partly a clarification of the provisions of the law.

1. PROFESSIONALITY AND SCOPE

The service provider (craftsman) must perform the service professionally and in accordance with current safety requirements. The service provider must also look after the consumer's interests with due care. The service includes delivery of materials unless otherwise agreed.

2. PRELIMINARY INVESTIGATION

Costs in connection with a preliminary examination are only paid by the consumer if this has been agreed before the examination was carried out.

3. ADDITIONAL WORK

If, during the execution, there is a need for work outside the assignment that it is practical to do as additional work, the service provider must contact the consumer. If the service provider does not receive a message from the consumer within a reasonable time, the service provider can still perform the work if it must be assumed that the consumer wants the work performed and the price for the additional work is negligible, or it is low in relation to the agreed service price.

4. REMUNERATION

To the extent that the price does not follow from the agreement, the consumer must pay the current market price/ going rate.

5. DELAY

If the work is not completed within the agreed deadlines, or which must be considered reasonable, and this is not due to circumstances on the part of the consumer, the consumer may make a claim in accordance with clause 6.

6. CLAIMS DUE TO DELAY

In the event of a delay, the consumer can:

- withhold payment, c.f. hvjtl. § 13.
- maintain the agreement and demand that the assignment be performed if it can be done without reasonable cost or inconvenience to the service provider.
- terminate the agreement if the delay is of significant importance to the consumer, c.f. hvjtl. §§ 14 and 15.
- claim compensation for financial loss as a result of the delay, c.f. hvjtl. § 28.
- if it is checked in the contract that the consumer is entitled to a daily fine in case of delay, demand a daily fine. Daily fines are a standardized compensation for the extra expenses and inconveniences to which the consumer is exposed in the event of a delay. This means that you as a consumer do not have to document the actual financial loss. The size of the day fine is 0.002% of the total remuneration the craftsman is entitled to. A daily fine may not be required for more than 50 days.

7. DEFICIENCIES

Deficiencies exist if the service does not lead to the result that has been agreed or that the consumer can demand according to hvjtl. §§ 5, 6 and 9.

8. DEFICIENCY REQUIREMENTS

In the event of deficiencies, the consumer can:

- withhold so much of the payment that it secures the consumer's claim, c.f. § 23.
- demand that the defect be rectified when it can be done without unreasonable cost / inconvenience to the service provider, c.f. § 24.
- demand a price reduction, c.f. § 25.
- terminate the agreement if the purpose of the service is significantly failed, c.f. hvjtl. § 26.
- claim compensation for financial loss as a result of the defect, c.f. § 28.

9. SERVICE RECTIFICATION

The service provider may demand to rectify a defect in the service when it can be done without unreasonable cost or inconvenience to the consumer. The consumer may oppose redress when there are special reasons. Correction takes place at the service provider's expense and must take place within a reasonable time.

10. COMPLAINTS IN THE EVENT OF DEFECTS

The consumer shall notify the service provider within a reasonable time after the defects were discovered or should be discovered. The longest deadline for complaints is 2 years after the work has been completed and 5 years if the result of the work is intended to last significantly longer than 2 years.

11. CONSUMER DEFAULT

In the event of late payment or participation by the consumer that is not due to circumstances on the part of the service provider, the service provider may:

- if the delay is not due to an unforeseen obstacle beyond the consumer's control, stop the work and demand costs or other loss as a result of the stoppage compensated.
- terminate the agreement for the part of the assignment that remains, c.f. hvtjl. §§ 43 and 44.

- if the service concerns an item that is with the service provider, the service provider can withhold the item until the consumer pays or provides satisfactory security for the claim. The service provider must take proper care of the item. If it is more than 3 months since the work was done, the claim fell due and an invitation to redeem the item was given, the service provider can sell the item and take his share of the sale price.

12. CONSUMER RIGHT TO CANCEL

The consumer has the right to cancel a service in whole or in part before the assignment is completed in exchange for paying consideration for the part of the service performed. The consumer may be liable for damages if the cancellation entails another financial loss, c.f. §§ 39 and 40.

IMPORTANT: READ ABOUT THE CONTRACT

The parties are encouraged to read the entire agreement before signing the agreement.

The contract must be printed in at least two copies and signed by both parties. It is also recommended to sign each page with initials.