



## Terms and conditions

# Occupational health services

## 1 Definitions

Terms and conditions for Grønn Jobb AS, org.nr. 995 215 160, are hereinafter referred to as "**Grønn Jobb**".

Natural or legal person who, on behalf of a company, signs an agreement with Grønn Jobb is hereinafter referred to as the "**Customer**".

Acceptance of this agreement confirms that the Customer has read, understood and accepted the terms of this agreement.

Clause 2 of the agreement includes terms and conditions for the basic agreement with the occupational health service. Section 3 covers conditions for services performed by the occupational health service, while sections 4-10 are common to both types of agreements.

## 2 Terms and conditions for basic agreements with the occupational health service

### 2.1 Scope of the Agreement

Grønn Jobbs is an approved occupational health service. Grønn Jobbs undertakes to assist the Customer pursuant to Section 3-3 of the Working Environment Act and Section 13-2 of the Regulations relating to organisation, management and participation. It is the Customer who is responsible for ordering services and Grønn Jobb is responsible for the execution of ordered services. The Agreement applies to all Customer employees. Separate terms and conditions are stipulated for health examinations.

The customer undertakes to facilitate the practical implementation of the agreed services Grønn Jobb will perform.

The agreement is not transferable to others.

### 2.2 Terms of payment and billing

The agreement applies to the period agreed between the Customer and Grønn Jobb. The date of conclusion of the contract is considered as the annual billing date unless otherwise agreed. For further specification, please refer to the contract between the parties.

If the enterprise wants assistance beyond the agreed time, this is priced according to agreement or the current price list. When calculating services performed, time spent on preparatory work and follow-up work will also be registered.

The membership fee is indexed annually in relation to the consumer price index and in the event of changes in the number of employees at the Customer. The customer undertakes to inform Grønn Jobb about changes in the number of employees before the start of the new agreement period.

All prices are without VAT. In the event of the introduction of VAT on occupational health services, this will be in addition to the agreed prices in this agreement.

Grønn Jobb reserves the right to change the billing interval.

## 2.3 Competence

The customer gets access to all the areas of expertise, services and other membership offers that Grønn Jobb offers. Grønn Jobb delivers high professional standards in all disciplines that are included in being an approved occupational health service.

## 2.4 Duration of the Agreement

The agreement is entered into and binding from the time the Customer has accepted the agreement by e-mail or in any other documentable manner. The agreement period starts on the date specified in the agreement document and lasts for the period agreed between the Customer and Grønn Jobb.

To terminate the agreement, a written notice of termination must be sent to Grønn Jobb no later than 3 months before the agreement period expires. If we do not receive the notice within this period, the agreement will automatically be renewed for a new period of the same duration as the original one.

If the agreement is accepted before the start of the agreement period, the Customer must complete the first agreement period as agreed.

The termination must be in writing and can be sent electronically to [post@gronnjobb.no](mailto:post@gronnjobb.no). If planned services during the notice period are not carried out as agreed, and this is not due to circumstances for which Grønn Jobb is responsible, the service will be invoiced.

## 2.5 Cooperation

The basic agreement includes the following:

- Start-up meeting to map risk factors in the company
- Design a plan for assistance from the occupational health service together with the Customer.
- Preparation of annual report
- Access to the OHS portal and the opportunity to order desired additional services from the occupational health service beyond the plan for assistance.

## **3 Terms and conditions for additional services performed in excess of clause 2.5**

### 3.1 Service and Scope of Agreement

This includes, but is not limited to, the services available at any given time on the Grønn Jobbs website – [www.gronnjobb.no/bht/prisliste-tjenester](http://www.gronnjobb.no/bht/prisliste-tjenester). These services will hereinafter be collectively or individually referred to as the "**Service**" in this part of the Agreement.

The agreement is not transferable to others.

### 3.2 Purchase of services

#### **Subscription to digital services (package):**

The agreement is concluded and binding from the time the Customer has accepted the agreement by email or in another documentable manner.

The agreement period is the same as the agreement period for the BHT membership (ref. point 2)

All services that are part of a subscription (package) are only digital services.  
These services cannot be used against supervision as part of an agreed supervision delivery.

Changing the time of the agreed service must occur no later than 48 hours before implementation. If planned or agreed services are not carried out as agreed, and this is not due to circumstances for which Grønn Jobb is responsible, the service will be considered not performed and will not be refunded.

To terminate the agreement, written notice of termination must be sent to Grønn Jobb no later than 3 months before the agreement period expires. If we do not receive the termination within this deadline, the agreement will automatically be renewed for a new period with the same duration as the original.

The termination must be in writing and can be sent electronically to [post@grønnjobb.no](mailto:post@grønnjobb.no). If planned or agreed services during the termination period are not carried out as agreed, and this is not due to circumstances for which Grønn Jobb is responsible, the service will be considered not performed, and will not be refunded.

The date of conclusion of the agreement for the BHT membership (ref. point 2) is considered the annual billing date unless otherwise agreed.

The subscription fee is index-adjusted annually in relation to the consumer price index.

All prices exclude VAT.

**For services purchased individually:**

The agreement is considered concluded when the order confirmation (plan for assistance) has been sent to the Customer and the Customer has not given written feedback disputing the order within 3 days. All services that have been agreed in writing are binding and will be invoiced.

Changes to digital services must be made within 24 hours of completion. If the customer does not show up for the agreed service, Grønn Jobb reserves the right to invoice the service in full, or impose a termination fee.

**For health examinations and HSE advisory services provided physically, the following applies:**

In the event of a postponement of an appointment or a change in the number of health examinations, or a change in the physical HSE advisory service, this must be done in writing within 7 working days before the consultation. If not, the service must be paid for in full. This is because activities on your plan for development assistance are binding. In the event of a postponement, a new date must be planned, and the activity must be carried out no later than within the current agreement period.

If you change, please contact our customer service on 69 79 11 30 or [post@grønnjobb.no](mailto:post@grønnjobb.no) between 09:00-15:00 on weekdays.

### **3.3 Contact**

All written communications from Grønn Jobb to the Customer are made by e-mail. This includes, among other things, information about changes to the price, terms or the service, invoices, as well as any reminders and debt collection notices. The customer is responsible for ensuring that correct contact information/e-mail address is made known to Grønn Jobb at all times, as well as responsibility for giving Grønn Jobb written notice if the Customer's contact information/e-mail address is changed.

### **3.4 Prices and payment terms**

The price of the service is stated in the order confirmation (assistance plan). Unless otherwise agreed in writing, the Customer pays the prices applicable at any given time for the service provided by Grønn Jobb.

Unless otherwise expressly stated in the order confirmation (assistance plan), all prices are stated excluding VAT and other government taxes that will be in addition to the prices quoted. All services are invoiced continuously upon execution unless otherwise agreed in writing. Invoices are issued with 14 days payment deadline.

In the event of late payment to Grønn Jobbs, interest rates and expenses are calculated in accordance with the Late Payment Interest Act. If the outstanding amount is not paid within 28 days after the due date, the matter will be sent to debt collection where associated costs will be charged to the Customer.

### 3.5 Duties and responsibilities

The customer undertakes to facilitate the business for assignments, services and practical reviews with personnel from Grønn Jobb. In the event of a breach of agreements that entail significant delays, additional work or costs for Grønn Jobbs and their partners, this may be invoiced to the Customer at the hourly rates in force at any given time.

In cases where the parties have made other written agreements, cf. the written requirement, these will take precedence.

Grønn Jobbs undertakes to deliver the service in accordance with what has been agreed, as well as ensure that the service is delivered in accordance with the requirements set out in accordance with applicable laws and regulations.

If Grønn Jobbs is prevented from attending or implementing the service, a new agreement for the implementation of the service must be set up as soon as possible. If the service is not performed in accordance with the agreed and this is solely due to circumstances relating to Grønn Jobbs or circumstances for which they are responsible, this may result in grounds for breach of clause 7 of this agreement.

### 3.6 Additional benefits

Work in excess of normal working hours (08:00-16:00) is invoiced at a 50% supplement to the current hourly rate.

## Common points of agreement apply to both clauses 2 and 3

### 4 Customer data

The Customer has ownership rights to the data that the Customer entrusts to Grønn Jobb for processing. This also applies to data stored or processed by means of services under this agreement.

### 5 Confidentiality

Unless otherwise stipulated in the agreement, information that the parties become aware of in connection with the agreement and implementation of the agreement shall be treated confidentially in accordance with section 21 of the Health Personnel Act. The information shall not be made available to outsiders without the consent of the Customer, cf. Section 22 of the Health Personnel Act. For other processing of personal data, please refer to section 6.

A duty of confidentiality pursuant to this provision does not prevent the disclosure of information that is required to be disclosed pursuant to mandatory requirements in law or regulations. If possible, the other party shall be notified before such information is shared.

The duty of confidentiality does not prevent the information from being used when no legitimate interest indicates that it should be kept secret. This applies, for example, when they are widely known or readily available elsewhere.

The parties shall take necessary precautions to ensure that unauthorised persons do not gain access to or become aware of confidential information.

The duty of confidentiality applies to the parties' employees, subcontractors and third parties acting on behalf of the parties in connection with the execution of the agreement.

The duty of confidentiality also applies after the termination of the agreement. Employees or others who resign from their service with one of the parties shall be subject to a duty of confidentiality regarding matters mentioned in this section also after resignation.

### 6 Privacy and data processing

If Grønn Jobb processes personal data on behalf of the Customer in connection with the execution of the work, Grønn Jobb will act as data processor and the Customer as data controller.

Grønn Jobb will only process the Customer's and Users' personal data in accordance with the Data Processor Agreement, which is available upon request (the "**Data Processor Agreement**"). The

security measures that Grønn Jobb implements are also described in more detail in the Data Processing Agreement.

For health-related services, special rules and measures apply for security regarding the submission of sensitive information. Grønn Jobb encourages sending health information, as well as other information that may trigger requirements for sensitivity in encrypted form. In this context, Grønn Jobb will only be able to open files encrypted with AES on files and documents. For further information about encryption, please refer to the Norwegian Data Protection Authority's guide: <https://www.datatilsynet.no/rettigheter-og-plikter/virksomhetenes-plikter/information-security/encryption/>.

Grønn Jobb will only process personal data in accordance with the personal legislation in force at any given time, as well as on instructions from the Customer. Grønn Jobb's privacy statement will always be updated at the following address: <https://www.gronnjobb.no/personvernerklæring>.

## 7 Defaults

There is a breach of contract on the part of a party if the party does not fulfil its obligations under the agreement and this is not due to circumstances as mentioned in clause 8 on force majeure.

Anyone who wishes to claim that the agreement has been breached must complain in writing to the other party without undue delay after he or she became or should have become aware of the breach. The customer's breach of contract rights and any other claims against Grønn Jobb as a result of circumstances for which Grønn Jobb is responsible, are regulated in clause 9 of this agreement.

In the event of payment default, Grønn Jobb has the right to stop further work, consultation and communication until payment has been made. In the event of payment defaults that extend beyond the deadlines set out in the agreement, Grønn Jobb has the right to terminate its part of the agreement and still demand the payment stated in the agreed.

## 8 Force Majeure

If the execution of the agreement is wholly or partly hindered or significantly hampered by external and extraordinary events beyond the control of the parties (force majeure), the other party shall be notified of this without undue delay. The affected party's obligations are suspended until the force majeure situation ceases. The other party's consideration is suspended accordingly.

The other party may, with a written notice of 15 calendar days, terminate the agreement if the force majeure situation lasts or is assumed to last longer than 90 calendar days. This counted from the time the situation occurred.

## 9 Disputes

Any disputes shall be resolved through negotiations. If negotiations do not lead to progress, the dispute may be brought before the district court.

Any dispute arising in connection with this agreement shall be handled by the Fredrikstad Arbitration Council as the agreed venue.

Any liability for damages is always limited upwards to the contract value.

Disputes must be brought no later than 2 months after the matter became known to the Customer or Grønn Jobb, or no later than 1 month after it has been clarified through communication/meetings that there is a disagreement.

## 10 Modification of the Terms

Grønn Jobbs may change the terms of this agreement. In the event of major changes that Grønn Jobb considers to be significant, the Customer will receive written notice by e-mail no later than 30 days before the changes enter into force.

If the Customer opposes the changes, the Customer who has entered into an agreement on occupational health services has the right to terminate the agreement without claim to reimbursement for the subscription during the paid agreement period. Termination by the Customer shall be in writing.

For changes in prices, please refer to clause 3.4 above.

Grønn Jobb's updated terms and conditions will always be available at the following address:  
[www.gronnjobb.no/avtalevilkar](http://www.gronnjobb.no/avtalevilkar)