Terms and conditions

Purchase, use and delivery of occupational health services (BHT)

This document is a translation of the legally binding terms in Norwegian.

Grønn Jobb AS, org. no. 995 215 160, is hereinafter referred to as "**Grønn Jobb**". A natural or legal person who enters into an agreement with Grønn Jobb on behalf of a company is referred to as the "**Customer**".

The terms and conditions apply to the following categories:

1. Basic package Occupational health service
2. Assistance package and AMU package
3. Stand-alone services

Common terms and conditions follow from section **4**.

1. Basic package Occupational health service (BHT)

1.1 Content

The basic package constitutes the delivery and forms the basis for other services, and contains:

- Annual mapping meeting with assessment of risk factors according to format determined by Grønn Jobb
- Recommendation of services and design plan for assistance in collaboration with the Client
- Annual report describing BHT's assistance and recommendations
- Access to the BHT portal

1.2 Agreement and duration

The agreement is binding from the time the Customer has accepted in writing, for example by e-mail or other documentable method. Upon acceptance, the Customer confirms that the terms and conditions have been read, understood and accepted. The agreement cannot be transferred to other companies without written consent from Grønn Jobb.

The agreement runs for the period agreed between the parties. If the agreement is entered into before start-up, the Customer is obliged to complete the first agreement period.

If the Customer postpones a mapping meeting or service delivery, this does not affect the start of the agreement or the invoice date. The agreement is considered to have been delivered when the Customer has received information to participate in the mapping meeting.

2. Assistance Package and AMU package

2.1 Content

Assistance Package and AMU Package are subscription solutions with a fixed number of services that are delivered one or more times a year. Services that are part of the Assistance Package or AMU Package are digital, regulated by Grønn Jobb and adjusted annually based on needs.

Changes to the time of the agreed service must be made no later than 24 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 delivered, and will not be refunded.

2.2 Agreement and Duration

The Assistance Package and the AMU Package follow the same agreement period and duration as the Basic Package.

3. Stand-alone services

3.1 Content

The customer can order individual services, in addition to what is covered by the Basic Package, the Assistance Package and the AMU Package.

An agreement on the provision of individual services is considered to have been entered into when confirmation (plan for assistance) has been sent to the Client. If the Customer does not dispute the order within 3 days, it is considered accepted.

Changes to the time of the agreed digital service must be made no later than 24 hours before the service is scheduled to take place. Changes to the time of physical services must be made no later than 7 working days before the service is scheduled to take place, and changes to the time of health examinations no later than 14 working days before the examination is scheduled to take place.

If the Customer does not show up for the agreed service, or does not give notice within the deadline, Grønn Jobb can invoice the service in full or charge a cancellation fee.

4. Duties and responsibilities

The customer is responsible for ensuring that Grønn Jobb always has the correct contact information. The Customer shall notify of any errors related to the Agreement or Services as soon as possible after the matter is discovered. Information is reported to the customer center. Contact points can be found on our website: www.gronnjobb.no

The customer is responsible for ordering services. The customer must facilitate for Grønn Jobb to carry out agreed services. Delays, additional work or additional costs due to the Customer may be invoiced according to the applicable hourly rates.

Grønn Jobb is an approved occupational health service and shall assist with the implementation of the services that have been ordered in accordance with the regulations on organization, management and participation §13-2 and §13-3.

If an agreed service is to be changed, this must be agreed with Grønn Jobb. If Grønn Jobb is prevented from attending or carrying out the service, a new implementation date will be agreed upon as soon as possible.

5. Termination

In order to terminate the Basic Package, the Assistance Package and the AMU Package, the Customer must send a written notice of termination no later than 3 months before the agreement period expires. If notice of termination is not received within the deadline, the agreement is automatically renewed for a new period of the same duration.

Termination must be in writing and sent electronically to post@gronnjobb.no. The termination is valid when it has been confirmed received by Grønn Jobb.

6. Confidentiality and confidentiality

All information the parties become aware of in connection with the agreement shall be treated confidentially. This applies to information covered by Section 21 of the Health Personnel Act. Such information shall not be shared with third parties without the consent of the Customer, cf. Section 22 of the Health Personnel Act.

The duty of confidentiality does not prevent the disclosure of information when this is required by law or regulation. Where possible, the other party shall be notified before such information is shared.

The duty of confidentiality does not apply to information that is already publicly known, or that no longer has a legitimate interest in being kept secret.

The parties are obliged to ensure that employees, subcontractors and others acting on their behalf comply with the duty of confidentiality. The duty of confidentiality also applies after the agreement has been terminated and shall continue to apply to persons who resign from their position with one of the parties.

The duty of confidentiality also applies after the agreement has been terminated.

7. Price and payment

Prices are stated in the agreement or confirmation.

Prices for the basic package are stated excluding VAT.

Assistance packages, AMU packages and individual services provided by the occupational health service are exempt from VAT, unless otherwise stated in the confirmation. In the event of the introduction of VAT on services performed by the occupational health service, this will be in addition to the agreed prices.

The Basic package (item 1) and the Assistance package and AMU package (item 2) are invoiced in advance for 12 months, with a 14-day payment deadline, unless otherwise specifically agreed. Grønn Jobb reserves the right to change the billing interval.

In the event of late payment, interest is calculated in accordance with the Interest on Late Payments Act, and outstanding claims can be sent to debt collection. In the event of non-payment, Grønn Jobb can block access without notice. This does not exempt the Customer from payment liability.

Grønn Jobb can adjust prices annually based on the consumer price index, increased costs, market situation, expanded functionality or changes in the number of employees covered by the agreement.

8. Privacy and data processing

When Grønn Jobb processes personal data on behalf of the Customer, Grønn Jobb acts as data processor and the Customer as data controller. The processing is regulated by a separate data processing agreement in line with applicable data protection legislation.

Data processing agreement: www.gronnjobb.no/dba

Privacy Policy: www.gronnjobb.no/personvernerklaering

Health-related services comply with the requirements of the Health Personnel Act, the GDPR and the Personal Data Act.

9. Marketing and references

Grønn Jobb may state the Customer as a customer of Grønn Jobb with name, logo and description of the collaboration in marketing – for example on websites, in presentations and advertisements, unless otherwise specifically agreed.

Grønn Jobb can send out newsletters in line with the Marketing Act §15. If the Customer wishes to unsubscribe from the System, this can be done via the unsubscribe link at the bottom of the newsletter.

10. Complaints

The customer shall, without undue delay, and no later than 7 days after delivery of the service, complain in writing about any defect or deviation in the service. If the Customer does not complain within the deadline, the Customer loses the right to claim the defect. The complaint must

contain a specified description of the defect. General complaints or inadequate documentation are not considered valid complaints. Complaints are sent electronically to post@gronnjobb.no

11. Limitations

Grønn Jobb is not responsible for any loss or damage as a result of the agreement, unless Grønn Jobb has acted negligently. In that case, Grønn Jobb's liability is limited to the consideration the Customer has paid for the service in question during the agreement period.

12. Default

If a party fails to fulfil its obligations under the agreement, this is considered a breach. Claims must be submitted in writing without undue delay after the breach became known.

In the event of payment default, Grønn Jobb can close access to the system and terminate the agreement with immediate effect. The customer is then not entitled to a refund for the remaining contract period.

13. Force majeure

If the implementation of the agreement is hindered by circumstances beyond the control of the parties – such as war, natural disasters, strikes or the loss of internet infrastructure – the parties' obligations are suspended for the duration of the situation. If force majeure lasts longer than 90 days, either party can terminate the agreement with 15 days' notice.

14. Changes to the Terms

Grønn Jobb can update these terms and conditions if necessary. In the event of significant changes, the Customer will be notified at least 30 days before entry into force.

If the Customer does not accept the changes, the agreement may be terminated at the end of the current period. The current terms and conditions will be published on Grønn Jobb's website: www.gronnjobb.no/avtalevilkar

15. Disputes

Disagreements must first be resolved through dialogue and negotiations. If this does not succeed, the case will be heard by the ordinary court. The agreed legal venue is the Fredrikstad Conciliation Board / Forliksråd.

Any liability for damages is always limited to the contract value and must be submitted no later than two months after the matter became known.