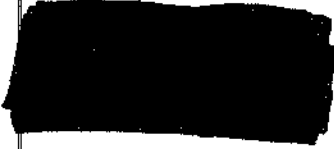

 <p>THE ARMED FORCES OF NORWAY</p>		<p>DRAFT CONTRACT</p>	
Copy number		Security Classification	Contract Number
		NAFO RESERVE ITEM	SAS-2011-008
		<p>Norwegian Defence Logistics Organisation/ Surplus Materiel Management Program P.O.Box 10 2027 Kjeller NORWAY</p> <p>Hereinafter referred to as - THE SELLER -</p> <p>and</p> <p>The Icelandic Coast Guard (LHG) Skogarhlid 14 IS-105 Reykjavik ICELAND</p> <p>hereinafter referred to as - THE PURCHASER - have negotiated and agreed to the terms and conditions of this contract for delivery of:</p> <p>50 ea H&K MP5A2N with accessories – NSN: 1005-25-133-7483 50 ea “magazine clips” for MP5 – NSN: 1005-12-176-7441</p> <p>The Contract consists of this signed form and the attached “Special Contract Conditions” (in total 7 pages)</p> <p><input type="checkbox"/> Attached “General Purchase Conditions”, Form 5052 (last revised) attached numbered appendices</p> <p><input type="checkbox"/> separate appendices which are identified/listed in “Special Contract Conditions”</p> <p>This Contract supersedes all previous documents related to the delivery, such as Request for Proposal Offer, Sales Conditions and other correspondence.</p>	
<p>THE SELLER</p> <p>Norwegian Defence Logistics Organisation/ Surplus Materiel Management Program</p>		<p>THE PURCHASER</p> <p>The Icelandic Coast Guard (LHG) (XXXXXXXXXXXXXXXXXXXXXXXXXXXX)</p>	
Date	Signature	Date	Signature
Name and position 		Name, rank and position 	

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1 INTRODUCTION

The following Contract has been agreed upon by and between the Norwegian Defence Logistics Organisation/Surplus Materiel Management Program (NDLO/SMMP) hereinafter referred to as "The Seller", and the Icelandic Coast Guard (LHG), hereinafter referred to as "The Purchaser". The Seller and The Purchaser together are referred to as "The Parties" ("Party" separately).

2 SCOPE OF DELIVERY

2.1 Scope

In accordance with the terms and conditions of the Contract, The Seller will deliver a total of:

50 ea H&K MP5A2N – complete with accessories.

50 ea magazine "clips"

,hereinafter referred to as the "Materiel". The Materiel is no longer in use by the Norwegian Armed Forces and will be sold "AS IS WHERE IS".

2.2 Weapons S/N

3 APPLICABLE DOCUMENTS

The applicable documents are listed below by decreasing order of priority:

- Approved direct sale by Royal Norwegian Ministry of Defence
- Approved export licence No 210982, issued by Royal Norwegian Ministry of Foreign Affairs.
- Third party transfer approval issued by Bundesministerium Für Wirtschaft und Technologie.
- Contract No: SAS-2011- 008
- List of weapons S/N

4 PROCEDURES AND PLACE OF DELIVERY

4.1 Delivery Clause

After this contract comes into effect, the Material will be handed over to The Purchaser based on the delivery clause EXW (Incoterms 2010) at Keflavik Air Base – Iceland.

The Seller is responsible for obtaining a third party transfer approval and an export licence. The Purchaser is responsible for obtaining any other necessary licences.

4.2 Handover

The handover took place at Keflavik Air Base – Iceland on the 18th of June 2011. From thereon, The Purchaser will have the full responsibility of the Material.

4.3 Transfer of ownership and transfer of risk

Transfer of ownership of the Material shall pass to the Purchaser upon the handover of the Material. Transfer of risk of the Material shall pass to the Purchaser upon the handover of the Material.

4.4 Failure Delivery

In case the Material and associated transport boxes are not compliant with the Contract and the agreed time of delivery, The Purchaser shall notice The Seller without unnecessary delay. The Parties shall then negotiate compensation, either through additional delivery or reduced payment. If no agreement is reached, the Purchaser may terminate the Contract for the Seller's failure.

4.5 Force Majeure

The following circumstances shall be considered as Force Majeure, and thus reason for exemption of penalty and compensation, when they occur after signing of the Contract and hinder its fulfilment: War, act of God, rebellion or national unrest, modification or interruptions in the public electricity supply or in general transport and communications, strikes in maritime transportation, and other circumstances of a similar nature having consequence to the Contract.

A delay will be accepted as an instance of Force Majeure only if The Party which invokes the Force Majeure has taken all reasonable actions to minimise/alleviate the effects of the delay.

5 FINANCIAL CONDITIONS

5.1 Contract Value

The payment shall be in NOK. Payment will be done according to payment plan.

The agreed price for each item of the Material is:

H&K MP5A2N - NOK 2500,- (two thousand five hundred kroner) VAT included.

Magazine clips - NOK 275,- (two hundred and seventy five kroner) VAT included.

Total price for the Materiel is NOK 138.750,- (one hundred and thirty eight thousand seven hundred and fifty kroner) VAT included

The price conditions are described below:

1. Price for the Materiel with EXW (Incoterms 2010) storage location Keflavik Air Base – Iceland.
2. Price for Materiel fixed and firm.
3. The Purchaser will bear any tax, duties, charges or any other fiscal burdens due to the tax

authorities on Iceland for the purchased Material.

4. The Seller will bear any tax, duties, charges or other fiscal burdens due to the tax authorities in Norway for the sale of the Material.
5. VAT shall be dealt with in accordance with the then standing domestic rules in force.

5.2 Payment plan

The Seller will send the corresponding invoice according to the following payment plan:


100% of the total price of the Material (NOK 138.750,-) when this contract comes into effect according to §11.

5.3 Payment conditions

When the contract comes into effect according to §11, the Seller will forward an invoice to the Purchaser for a 100% payment on the total price.

The invoice will be issued by the Norwegian Defence Accounting Office.

The following address has to be used by the Seller for invoicing:

The Icelandic Coast Guard (LHG)
Attn: 
Skogarinn 14
IS-105 Reykjavik
ICELAND

6 CONTRACT ADMINISTRATION

6.1 End User Certificate and Export Licence

A valid export licence No 210982 has been issued by the Royal Norwegian Ministry of Foreign Affairs on the 9th of June 2011.

A valid third party transfer approval has been issued by the Bundesministerium Für Wirtschaft und Technologie on the 25th of May 2011.

6.2 Communication

6.2.1 General

All communication will be routed through the personnel appointed as points of contact by the Parties unless otherwise is agreed upon.

All correspondence concerning this Contract shall be in writing in the English language and labelled with the contract number unless otherwise agreed upon.

6.2.2 Points of contact

Contact person Seller:	[REDACTED]
Phone	[REDACTED]
E-mail:	[REDACTED]
Address:	Norwegian Defence Logistic Organisation Surplus Materiel Management Program P.O.Box 10 N-2027 Kjeller NORWAY.

Contact person Purchaser :	[REDACTED]
Phone:	[REDACTED]
E-mail:	[REDACTED]
Address:	Skogarhlid 14 IS-105 Reykjavik ICELAND

7 SPECIAL CONDITIONS

The buyer is not permitted, at any time, to transfer ownership of the Material to any third party without the prior written consent of the Bundesministerium Für Wirtschaft und Technologie.

8 DISPUTES

All disputes in connection with this Contract or the execution thereof will be settled friendly through negotiations.

In the event that it is impossible to solve the dispute by negotiations, it shall be brought before the court, unless the parties agree on arbitration. The fact that a dispute has been brought before a court or referred to arbitration does not in itself relieve the Parties of their obligations under the Contract.

The laws and jurisprudence of Norway shall be the basis for the settlement of disputes. The District Court of Oslo shall be the legal venue unless otherwise agreed.

9 LIMIT OF LIABILITY

Each Party's liability to the other Party for breach of any of its contractual obligations shall be limited to the total price of Material defined in Article 5.1. No Party shall be liable to the other Party for indirect or consequential damages.

For the avoidance of doubt, this limit of liability does not apply to property damage losses or personal injury losses.

10 TERMINATION FOR CONVENIENCE

The Parties may decide to terminate the Contract for convenience in whole or in part by common written agreement.

All payments made by the Purchaser to the Seller will be refunded in relation to cancelled deliveries in the event of termination.

11 VALIDITY AND EFFECTIVE DATE OF CONTRACT

The Contract will become effective after signature by both Parties, provided that, the necessary approvals by Norwegian and German authorities have been obtained in accordance with Article 8 of the Contract.

The Contract will be valid until fulfilment of all obligations.

This Contract has been issued in two original copies in the English language, one for each party.

The Seller



The Purchaser



Date/place:


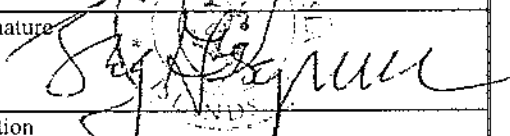


Date/place:

PURCHASE - OR AUTHORITY No	SHIP FROM Norwegian Defence Logistics Organisation/ Surplus Materiel Management Program P.o.Box 10, N-2027 KJELLER NORWAY	PRIORITY No 6	SHIPPING Officers Voucher NUMBER
Date PREPARED 2013-06-14	SHIP TO MARK FOR		SHIPPERS Control No
STOCK RECORD CLERK	Icelandic Coast Guard (LHG) Skogarhlid 14		Date SHIPPED
	IS-105, Reykjavik ISLAND		WEIGHT 675 kg 500
STORE KEEPER	POC: [REDACTED]		CUBE Pallet
INSPECTOR	Phone: [REDACTED]		No of PKGS 4 3

FREIGHT COST to be born by NDLO	AUTHORITY
------------------------------------	-----------

ITEM NO	STOCK OR PART No	DESCRIPTION	UNIT of ISSUE	QTY SHIPPED	QTY RECEIVED	UNIT COST	TOTAL COST
1		Maskingevær MG-3 7,62mm x 51		- 10		NOK 3 000	30 000
2		Hjelm bakketopper, kevlar		50		1	1
3		Vest, håndvåpenbeskyttende M97		50		1	1
<i>x/</i> <i>* 1 SHIPPED ON MILITARY C-130J TO ICELAND JUNE 2013</i> <i>EXPORT LICENSE # 231030</i>							NOK 2
						Total	30 002

RECEIVING DATA			
RECEIVED DATE	INSPECTOR	STORE KEEPER	RECEIVER CONTROL No

 <p>THE ARMED FORCES OF NORWAY</p>		<p>DRAFT CONTRACT</p>	
Copy number		Security Classification	Contract Number
		UNCLASSIFIED	SAS-2013-026
		<p>Norwegian Defence Logistics Organisation/ Surplus Materiel Management Program P.O.Box 10 2027 Kjeller NORWAY Hereinafter referred to as - THE SELLER -</p> <p>and</p> <p>The Icelandic Coast Guard (LHG) Skogarhlid 14 IS-105 Reykjavik ICELAND</p> <p>hereinafter referred to as - THE PURCHASER - have negotiated and agreed to the terms and conditions of this contract for delivery of:</p> <p>250 ea H&K MP5A2N with accessories – NSN: 1005-25-133-7483 500ea “magazine” for MP5 30</p> <p>The Contract consists of this signed form and the attached “Special Contract Conditions” (in total 6 pages)</p> <p><input type="checkbox"/> separate appendices which are identified/listed in “Special Contract Conditions”</p> <p>This Contract supersedes all previous documents related to the delivery, such as Request for Proposal Offer, Sales Conditions and other correspondence.</p>	
THE SELLER		THE PURCHASER	
Norwegian Defence Logistics Organisation/ Surplus Materiel Management Program		The Icelandic Coast Guard (ICG)	
Date	Signature	Date	Signature
		07/12	
Name and position		Name, rank and position	
			

1 INTRODUCTION

The following Contract has been agreed upon by and between the Norwegian Defence Logistics Organisation/Surplus Materiel Management Program (NDLO/SMMP) hereinafter referred to as "The Seller", and the Icelandic Coast Guard (ICG), hereinafter referred to as "The Purchaser". The Seller and The Purchaser together are referred to as "The Parties" ("Party" separately).

2 SCOPE OF DELIVERY

In accordance with the terms and conditions of the Contract, The Seller will deliver a total of:

250 ea H&K MP5A2N – complete with accessories.

500 ea magazine

,hereinafter referred to as the "Materiel". The Materiel is no longer in use by the Norwegian Armed Forces and will be sold "AS IS WHERE IS".

3 APPLICABLE DOCUMENTS

The applicable documents are listed below by decreasing order of priority:

- Approved direct sale by Royal Norwegian Ministry of Defence
- Approved export licence issued by Royal Norwegian Ministry of Foreign Affairs.
- Third party transfer approval issued by Bundesministerium Für Wirtschaft und Technologie.
- End User Assurance issued to Germany by the Icelandic Coast guard
- Contract No: SAS-2013- 008

4 PROCEDURES AND PLACE OF DELIVERY

4.1 Delivery Clause

After this contract comes into effect, the Material will be handed over to The Purchaser based on the delivery clause EXW (Incoterms 2010) at Bodö From thereon, The Purchaser will have ownership and full responsibility of the Material.

The Seller is responsible for obtaining a third party transfer approval and an export licence. The Purchaser is responsible for obtaining any other necessary licences.

4.2 Transfer of ownership and transfer of risk

Transfer of ownership of the Material shall pass to the Purchaser upon the handover of the Material.
• Transfer of risk of the Material shall pass to the Purchaser upon the handover of the Material.

4.3 Failure Delivery

In case the Material and associated transport boxes are not compliant with the Contract and the agreed time of delivery, The Purchaser shall notice The Seller without unnecessary delay. The Parties shall then negotiate compensation, either through additional delivery or reduced payment. If no agreement is reached, the Purchaser may terminate the Contract for the Seller's failure.

4.4 Force Majeure

The following circumstances shall be considered as Force Majeure, and thus reason for exemption of penalty and compensation, when they occur after signing of the Contract and hinder its fulfilment: War, rebellion or national unrest, modification or interruptions in the public electricity supply or in general transport and communications, strikes in maritime transportation, and other circumstances of a similar nature having consequence to the Contract.

A delay will be accepted as an instance of Force Majeure only if The Party which invokes the Force Majeure has taken all reasonable actions to minimise/alleviate the effects of the delay.

5 FINANCIAL CONDITIONS

5.1 Contract Value

The payment shall be in NOK. Payment will be done according to payment plan.

The agreed price for each item of the Material is:

H&K MP5A2N - NOK 2500,- (two thousand five hundred kroner) VAT excluded.

Total price for the Materiel is **NOK 625000,-** (VAT excluded)

The price conditions are described below:

1. Price for the Materiel with EXW (Incoterms 2010) Bodö
2. Price for Materiel fixed and firm.
3. The Purchaser will bear any tax, duties, charges or any other fiscal burdens due to the tax authorities on Iceland for the purchased Material.
4. The Seller will bear any tax, duties, charges or other fiscal burdens due to the tax authorities in Norway for the sale of the Material.
5. VAT shall be dealt with in accordance with the then standing domestic rules in force.

5.2 Payment plan

The Seller will send the corresponding invoice according to the following payment plan:

xx% of the total price of the Material (NOK xxxxx,-) when this contract comes into effect according to §11.

5.3 Payment conditions

When the contract comes into effect according to §11, the Seller will forward an invoice to the Purchaser for a xx% payment on the total price.

The invoice will be issued by the Norwegian Defence Accounting Office.

The following address has to be used by the Seller for invoicing:

The Icelandic Coast Guard (ICG)
[REDACTED]
Skogarhlid 14
IS-105 Reykjavik
ICELAND

6 CONTRACT ADMINISTRATION

6.1 End User Certificate and Export Licence

A valid export licence must be issued by the Royal Norwegian Ministry of Foreign Affairs

A valid third party transfer approval must be issued by the Bundesministerium Für Wirtschaft und Technologie.

6.2 Communication

6.2.1 General

All communication will be routed through the personnel appointed as points of contact by the Parties unless otherwise is agreed upon.

All correspondence concerning this Contract shall be in writing in the English language and labelled with the contract number unless otherwise agreed upon.

6.2.2 Points of contact

Contact person Seller:	[REDACTED]
Phone	[REDACTED]
E-mail:	[REDACTED]
Address:	Norwegian Defence Logistic Organisation Surplus Materiel Management Program P.O.Box 10 N-2027 Kjeller NORWAY.

Contact person Purchaser :	[REDACTED]
Phone:	[REDACTED]
E-mail:	[REDACTED]
Address:	Skogarhlid 14 IS-105 Reykjavik ICELAND

7 SPECIAL CONDITIONS

This contract is dependent on approvals from the Norwegian Ministry of Defence, Norwegian Ministry of Foreign Affairs and Bundesministerium Für Wirtschaft und Technologie in Germany.

The buyer is not permitted, at any time, to transfer ownership of the Material to any third party without the prior written consent of the Bundesministerium Für Wirtschaft und Technologie.

8 DISPUTES

All disputes in connection with this Contract or the execution thereof will be settled friendly through negotiations.

In the event that it is impossible to solve the dispute by negotiations, it shall be brought before the court, unless the parties agree on arbitration. The fact that a dispute has been brought before a court or referred to arbitration does not in itself relieve the Parties of their obligations under the Contract.

The laws and jurisprudence of Norway shall be the basis for the settlement of disputes. The District Court of Oslo shall be the legal venue unless otherwise agreed.

9 LIMIT OF LIABILITY

Each Party's liability to the other Party for breach of any of its contractual obligations shall be limited to the total price of Material defined in Article 5.1. No Party shall be liable to the other Party for indirect or consequential damages.

For the avoidance of doubt, this limit of liability does not apply to property damage losses or personal injury losses.

10 TERMINATION FOR CONVENIENCE

The Parties may decide to terminate the Contract for convenience in whole or in part by common written agreement.

All payments made by the Purchaser to the Seller will be refunded in relation to cancelled deliveries in the event of termination.

11 VALIDITY AND EFFECTIVE DATE OF CONTRACT

The Contract will become effective after signature by both Parties, provided that, the necessary approvals by Norwegian and German authorities have been obtained in accordance with Article 7 of the Contract.

The Contract will be valid until fulfilment of all obligations.

This Contract has been issued in two original copies in the English language, one for each party.

The Seller

[Redacted]

[Redacted]

Date/place:

Sig. Hognice

The Purchaser

[Redacted]

[Redacted]

[Redacted]



17/12 *Sig. Hognice*

Date/place: