

# Surplus Marketplace

## Special terms

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# 1 Definitions and Abbreviations

In addition to definitions and abbreviations in the General terms section 1, the following terms shall apply to the Agreement with regard to the Services covered by these Special terms:

Term	Definition
Buyer	The person or organisation/entity which is the buyer
Reference group	The decision-making body for governing the Surplus Marketplace service.
SMA	Surplus Marketplace agreement
Surplus material	Material and equipment that User organisation defines as surplus material
Surplus Marketplace agreement	A standard agreement forming part of this Agreement describing the detailed terms for the sales process, governed by the Surplus Marketplace reference group.

## 2 Service

### 2.1 Description

The Surplus Marketplace service enables User organisation to market and sell their Surplus material to potential Buyers through a third-party sales organisation.

The standard term and conditions for the marketing and sales process are described in the separate contract Surplus Marketplace agreement (SMA) that forms a part of the Agreement.

The SMA is provided to new User organisations when onboarding the Service as a User organisation.

The SMA is governed by the Surplus Marketplace Reference group, with representatives from all User organisations using the Service.

For more details about the service refer to [www.epim.no/surplusmarketplace](http://www.epim.no/surplusmarketplace).

### 2.2 Access management

User organisations eligible for access to Surplus Marketplace service:

- All EPIM Member organisations

For more details about how to get access to the Service refer to [www.epim.no/surplusmarketplace](http://www.epim.no/surplusmarketplace).

### 2.3 Support

Refer to description of the Surplus Marketplace's support at [www.epim.no/surplusmarketplace](http://www.epim.no/surplusmarketplace)

### 2.4 Service level

Refer to Appendix 4 – “Service Level with standardised damages” in the SMA.

## 3 Service fees

No recurring fixed service fees applies.

Fees are limited to compensation related to call-offs of Surplus material sales the User organisation initiates using the Service and according to Appendix 6 – “Total price and pricing provisions” in the SMA.

## 4 Security

Terms as stated in General terms section 6 Security applies, with following additions:

- The Service is not deemed as a business-critical solution, with little or no confidential data being stored and processed.
- Web portals supporting the sales process used part of delivering the service are Software as a Service (SaaS) based applications that the subcontractor also uses towards other customers than EPIM Member organisation and thereby not directly governed by EPIM.

## 5 Processing of personal data

Terms in the General terms section 5 – “Processing of personal data” applies. The Surplus Marketplace Privacy Policy is available at [www.epim.no/privacy](http://www.epim.no/privacy).

## 6 Termination

In addition to General terms section 8, the following terms applies:

- Reference is made to retention terms in SMA Appendix 2, section “Electronic Systems for sales”.

## 7 EPIM’s additional obligations

None

## 8 User organisation’s additional obligations

- The User organisation shall appoint a company representative in the Surplus Marketplace reference group.

## 9 Governance

All decisions concerning the Service such as design, maintenance, operation and functionality in relation to the Service are made by the Surplus Marketplace Reference group. This also includes governance of the SMA that forms part of the Agreement and will be subject for revisions when required.