Contract

Parties to the contract

|  |  |
| --- | --- |
| Buyer | Seller |
| Lund University  P.O. Box 117  SE-221 00 LUND  SWEDEN |  |
| Org. ID no.  202100-3211 | Corp./Org. ID no. |

contact persons for the contract

|  |  |
| --- | --- |
| Buyer | Seller |
| Contact person  Forename Surname | Contact person |
| Email  [Forename.surname@xx.lu.se](mailto:%20Forename.surname@xx.lu.se) | Email |
| Phone  +46 (0)46-XX XX XX | Phone |

\*\*\*Instructions: The contract is adapted as required. Some of the items/text may be deleted and others added.\*\*\*

# Scope

The seller undertakes to supply equipment to Lund University in accordance with this contract.

The scope of the supply is shown below or by a specification attached to this contract.

The supply also includes: \*\*\* Instructions: Choose applicable items.\*\*\*

* disposal or alternatively trade-in of existing equipment
* documentation for operation and technical documentation
* training according to specification
* servicing tools and aids, i.e. equipment required for preventive and corrective maintenance, such as special tools, special cables, special software, etc.
* installation, adaptation and calibration

The equipment is to be located in the \*\*\*X\*\*\* department at Lund University.

Supply is only deemed to have been completed when all agreed equipment, documentation and drawings have been delivered to the buyer at the delivery address specified by the buyer.

# Price

The price of the equipment is \*\*\*Instructions: State amount and currency, e.g. SEK.\*\*\* Prices stated are fixed in \*\*\*SEK\*\*\*, excluding value added tax and including all associated costs such as packaging, insurance, duty and transportation, charges under the Swedish Ordinance on Producer Responsibility for Packaging, etc. (2018:1462).

# Delivery address

The equipment will be delivered to:

Lund University

X department \*\*\*adapt to situation: state name of recipient and contact details (tel.) \*\*\*

Street address

SE-221 45 LUND

SWEDEN

# Electronic invoicing

\*\*\*adapt to situation\*\*\*

Invoices must be sent electronically and it must be possible to do this within three months after the contract has started to apply, see [www.lunduniversity.lu.se/supplier](http://www.lunduniversity.lu.se/supplier)

Invoices may not be sent in PDF format.

# Invoicing address

Invoices are to be sent to:

Lund University

Name of Department

Name of reference person

P.O. Box 188

SE-221 00 LUND

SWEDEN

Invoices must be marked with a due date. Invoices may only be issued after delivery has been completed.

# Terms of invoicing and payment

The invoice may only include what has been approved and delivered.

Payment will be made in arrears against valid invoice as of thirty (30) days net. Corresponding provisions apply to agreed part-deliveries.

No invoicing or administrative charges will be accepted.

The payment of an invoice does not mean that the buyer has approved the equipment delivered. Lund University reserves the right to withhold the entire payment or part thereof and the right to recover payments already made if there is reason to make an adverse comment in relation to an invoice.

# Interest for delay

Interest for delay (penalty interest) is payable in accordance with the provisions of the Swedish Interest Act if the buyer does not pay the invoice by the due date.

# Terms of delivery

Delivery must be made DDP \*\*\*Lund/Malmö\*\*\* in accordance with Incoterms 2010 (delivered) to delivery address specified.

A delivery note, including the purchaser’s order number and details of content, must be attached and visible on the outside of the shipping container.

# Delivery time

Equipment must be delivered by no later than \*\*\*DDMMYYYY\*\*\*.

# Training

The seller must implement operation training for the equipment, its function and use in conjunction with delivery. \*\*\* Instructions: State number of people, sessions and content/scope\*\*\*

# Warranty

The warranty period must be \*\*\*XX\*\*\* years after approved final inspection. The provisions of the section ‘Product defects’ otherwise apply for this contract.

If the product, as a consequence of a defect or inadequacies in its design, materials, production, transportation performed by the seller or if the product does not otherwise fulfil the agreed properties and performance, is unusable for more than \*\*\*Instructions: State period, e.g. one (1) month\*\*\* or its usability is impaired to an extent that is not negligible, the warranty period will be extended by the period the product was unusable/its usability was impaired to such a not negligible extent.

# Commitments during warranty period

The seller’s commitments during the warranty period include: \*\*\* Instructions: Adapt scope\*\*\*

* corrective maintenance in the case of acute defects. Call-out time is \*\*\*state number \*\*\* hours/days
* preventive maintenance \*\*\*state scope such as cleaning, control, calibration\*\*\*
* telephone support during office hours
* software updates

All costs for preventive and corrective maintenance corresponding to a full-service contract are to be paid for by the seller during the warranty period, subject to the precondition that the equipment is handled in accordance with the seller’s instructions.

# Late deliveries

‘Late delivery’ means a delay on the part of the seller that is not due to the buyer in relation to agreed times.

The seller must immediately notify the purchaser in writing if late delivery cannot be avoided. The buyer decides on whether a postponement of the delivery may be accepted. Decisions will be notified in writing.

The buyer is entitled to receive liquidated damages in the case of a late delivery. Liquidated damages are payable for each seven-day period commenced that the delay lasts at \*\*\*INSTRUCTION:

State percentage rate, e.g. 1 or 2%\*\*\* of the purchase price. However, liquidated damages as a whole must not exceed 10% of the said value. \*\*\*INSTRUCTION: Adapt situation to maximum level of liquidated damages \*\*\*.

The buyer may revoke the purchase if the late delivery is of material importance to the purchaser. The buyer may also revoke the purchase if the buyer becomes entitled to maximum liquidated damages in accordance with the above and subsequently requires delivery in writing within a final reasonable period, which may not be less than one week, and the seller does not deliver within this period, unless such failure is due to a circumstance for which the buyer bears the responsibility.

Revocation may relate to the part of the supply that the buyer cannot use owing to the delay. If delivery is to be made in different batches, the buyer may revoke the contract in its entirety if the delay is of material importance for the purchase as regards the entire contract.

# Product defects

The seller is liable in accordance with the following rules for product defects, or consequential loss caused by the product due to inadequacies in its design, materials, production or due to the equipment not otherwise fulfilling the agreed properties.

The seller has the same liability for a subcontractor’s materials and work as for its own. The liability of the seller does not include defects due to materials that the buyer has provided or to design that the buyer has specified, unless the seller discovered or ought to have discovered the defect.

The seller’s liability does not include defects caused by circumstances that emerge after the risk of the goods has transferred to the buyer. This liability thus does not include defects caused by, among other things, inadequate maintenance, improper storage or incorrect installation on the part of the buyer, alterations without the seller’s written consent, normal wear and tear or deterioration, or repairs made through the agency of the buyer.

However, the seller is liable for defects that arose as a consequence of the seller’s instructions being inadequate.

The seller is liable for damage that redelivered or repaired parts cause to other parts of the equipment.

A defect that transpires within one year of the product having been delivered must be deemed to have existed upon delivery unless the seller can prove otherwise or this is incompatible with the nature of the equipment or defect. In a corresponding way, a defect that transpires within a year of the equipment or part of the equipment being replaced or repaired must be deemed to have existed when the repair or replacement was completed. (See above under ‘Warranty’ heading.)

If equipment as a consequence of a defect as referred to above is unusable for more than one month, the above-mentioned periods are extended by the period that the equipment or part of the equipment was unusable.

Regardless of the provisions above, the buyer loses its right to refer to a defect if it has not complained about the defect within two years from the original date of delivery.

The buyer must notify the seller that there is a defect in the equipment within a reasonable time from discovering it or when it ought to have been discovered. If it fails to do so, it loses the right to refer to the defect.

After the seller has been notified by the buyer about a defect as referred to above, the seller must rectify the defect or replace the equipment with the appropriate urgency called for in the circumstances. The buyer is entitled to receive a replacement if the defect is of material importance to it and the seller realised or should have realised this and a replacement can be made without inconvenience to the seller.

If the defect is to be rectified and the defect is of such a nature that it is inappropriate for the rectification to take place at its site, the buyer must, at the request and cost of the seller, facilitate the performance of the work by resending faulty equipment or part of equipment to the seller for replacement or repair.

If the seller does not fulfil its commitments in respect of rectifying the defect or replacement, the buyer must give it a reasonable final period to do so in writing. If the seller has not fulfilled its commitments within this period, the buyer may at its own option:

a. arrange for the necessary repairs to be made and/or produce new parts at the seller’s risk and expense, provided that the buyer in this connection proceeds with discretion, or

b. demand and obtain such a reduction in price as corresponds to the defect. If the defect remains following a measure in accordance with item (a), but is not of material importance, the buyer is entitled to require and obtain a reduction in price corresponding to the defect, or

c. if the default is of material importance, the buyer may instead revoke the contract by written notice to the seller. The buyer may also revoke the purchase if the defect following a measure mentioned in item (a) is still of material importance. In the event of revocation, the buyer is entitled to compensation for the loss it has suffered, including repayment of payments already made.

However, compensation may not amount to more than 20% of the agreed price, and does not include compensation for indirect loss.

The seller has no responsibility for defects over and above the provisions above, unless there has been grave negligence.

# Revocation and premature termination of the contract

The buyer is entitled to revoke this contract or part thereof if:

* The seller is put into bankruptcy, enters into liquidation, cancels its payments or in some other way may be assumed to be insolvent.
* The seller does not have the necessary permits and licences to pursue the operation.

Revocation may also take place as a consequence of late delivery or a defect in the product; see applicable sections.

The buyer is entitled to give notice terminating this contract or part thereof thirty (30) days after dispatch of the written notice of termination if:

* The seller does not fulfil its payment obligations in respect of taxes, social security contributions and other payment commitments of an employer according to law or collective contract,
* The seller neglects its obligations under this contract in material respects and does not implement rectification within thirty (30) days after dispatch of a written notice to do so,
* The seller breaches an act, ordinance or provision issued by a public authority.

The seller is entitled to give notice terminating this contract or part thereof thirty (30) days after dispatch of the written notice of termination if:

* The buyer neglects its obligations under this contract in material respects and does not implement rectification within thirty (30) days following a written notice to do so.
* The buyer delays payment under the Payment Terms above and does not make payment to the seller no later than thirty (30) days after a written request to do so.

# Responsibility in relation to third parties

The seller has a duty to compensate personal injury and property damage that arise in relation to a third party and that the seller causes in conjunction with performance of the contract.

If work is performed at the buyer’s premises, the seller is responsible for both its own staff and the staff of its subcontractors.

# Insurance

The seller is liable to ensure the provision of insurance protection covering the seller´s responsibilities and commitments in respect of property and persons. This must apply from when the delivery is made until termination of the warranty period.

The seller must send a copy of the insurance policy or other evidence of valid insurance to the buyer upon request. If the seller fails to do so, the buyer is entitled to take out insurance at the expense of the seller.

# Subcontractors

The seller may not assign the performance of the entire or parts of its commitment under this contract without the buyer’s written consent.

If the seller uses subcontractors, the seller is liable for the subcontractor’s work as for its own.

# Documentation and drawings

The supply includes the following documentation:

\*\*\*Instruction: Adapt.\*\*\*

* X complete user instructions in \*\*\*state language\*\*\*
* Complete and appropriate technical documentation in \*\*\*state language\*\*\*
* Drawings

# Updates

\*\*\*Instruction: Adapt to situation\*\*\*

Current updates, improvements and changes to the equipment during the period from order to delivery are to be provided by the seller following the buyer’s approval at no charge to the buyer.

If software and/or hardware includes defects or constitutes a security risk, remedial updates and changes to these must be included free of charge during the estimated technical life of the equipment (ten years after taking over). Any labour cost must be included.

All updates relating to the equipment’s existing functions are part of the seller’s commitment during the estimated technical life of the equipment (ten years after taking over), subject to the precondition that a service contract has been concluded with the seller.

# Updating documentation

If the seller makes modifications to equipment supplied, the seller must also assume responsibility for the documentation delivered being amended to a corresponding extent and being provided.

The seller is responsible for producing and paying for the drawing up of documentation and system-related installation and fitting drawings.

# Environmental requirements

\*\*\*Instruction: Adapt text\*\*\*

# Marketing and information

The seller is not entitled to use this contract in its marketing without the buyer’s consent.

# Assignment of contract

This contract may not be assigned to another natural or legal person without the parties’ written consent.

# Amendments and supplements

Amendments of or supplements to a current contract can only be made by a written document, signed by duly authorised representatives of the buyer and seller.

# Confidentiality

The seller must be aware of and comply with the secrecy rules applicable to the buyer’s activity. The seller undertakes not to disclose or use the buyer’s data/information relating to staff, financial, commercial, research-related information, etc. of which the seller may become aware.

‘The seller’ includes all natural and legal persons that the seller involves in any way to perform its obligations in relation to the buyer and also other people who may come into contact with the information in any way.

Secrecy applies for three (3) years after the contract has ceased to apply.

# Infringement of intellectual property rights

The seller is liable and shall cover, and also must hold the buyer harmless for, all costs relating to any such infringements of intellectual property rights, patent rights, trademarks (registered or unregistered) or other intellectual property that may ensue from this contract and the obligations that the contract covers and that are not due to the buyer’s negligence.

# Laws and rules

The seller must comply with applicable Swedish laws and ordinances and also applicable regulations, rules and general advice. Furthermore, the seller is responsible for possessing and complying with all requirements prescribed under any permits and licences required. This includes, among other things, CE marking in accordance with applicable directives.

# Force Majeure

A party is released from any sanction for failure to perform a particular obligation under this contract if the failure emanates from a circumstance that lies outside a party’s control and that prevents the performance thereof (‘grounds for release’). The obligation must be performed as agreed as soon as the impediment has ceased.

‘Grounds for release’ are deemed to include, for example, fire, war, mobilisation or unforeseen military call-up of a corresponding extent, requisition, confiscation, exchange restrictions, civil commotion or riot, shortage of means of transport, general shortage of goods, fuel restrictions, legal industrial conflict, and also delay in delivery by a subcontractor if the delay is a result of such circumstance as referred to in this item.

The reservation concerning legal industrial conflict is not deemed to constitute grounds for release if a party itself is the subject of or takes such industrial action.

A party who wishes to have a release as referred to above must notify the other party thereof without delay. Written notice must also be given without delay upon cessation of the grounds for release.

A party must make reasonable efforts to mitigate the scope and effect of grounds for release and resume performance of the obligations that were impeded as soon as this can practically be achieved.

The party who has not invoked the grounds for release is entitled to withdraw from this contract or part thereof in writing when grounds for release have endured for thirty (30) days.

# Priority of documents *inter se*

These contract documents complement each other.

If it should transpire that the contract documents conflict in any respect, they will apply *inter se* in the following order, unless the circumstances manifestly give cause to do otherwise:

* written amendments of and supplements to this contract
* this contract, including appendices
* any clarifications of the request for tender
* the request for tender, including appendices
* any clarifications of the tender
* tender including appendices

# Disputes

Disputes as a result of this contract that cannot be settled amicably are to be finally determined by a Swedish general court applying Swedish law.

Any dispute negotiations and hearings are in the first instance to take place in Lund.

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This contract has been drawn up as two identically worded counterparts, of which each of the parties has received its part. There is a binding contract when both parties have signed this contract.

Signature of authorised signatories to the contract:

\*\*\*Place date Place date

The buyer’s signature The seller’s signature

Print name and title Print name and title\*\*\*