

Commercial Terms, Product

Invoicing

Invoices are to be submitted electronically. The Seller is to also to comply with all other provisions regarding invoicing at www.lu.se/leverantör.

Otherwise, the Buyer reserves the right to withhold the whole amount or parts thereof.

The invoice is to indicate the due date.

Invoicing is to be carried out once the delivery has been completed.

Payment terms

- Payment is in arrears against a correct invoice with thirty (30) days net. Corresponding provisions apply for agreed partial deliveries.
- Invoicing and administrative fees or similar are not approved.
- Suppliers within the European Union (EU), with the exception of Sweden, submit information for Lund University's Intrastat reporting in the invoice.
- Consolidated invoices are not accepted.
- The Seller is not to transfer invoicing to a third party without the Buyer's written approval.

Payment of the invoice does not mean that the Buyer has approved the delivery. If there is a reason for complaint regarding the invoice, Lund University reserves the right to withhold the whole payment or parts thereof and the right to claim back already completed payments.

Penalty interest

If the Buyer does not pay the invoice at the right time, penalty interest is incurred according to the provisions of the Interest Act.

Delivery terms

Delivery time/agreed delivery date

Delivery time according to contract.

Effective delivery date

Effective delivery date refers to the date on which all products are on site and when the Buyer has approved the delivery. The Buyer is to carry out the delivery check within a reasonable timeframe.

Delivery delay

A delivery delay occurs when the effective delivery date falls after the agreed delivery date.

The Seller is firstly to be given the opportunity to take corrective action. If the delivery delay is due to the supplier or some condition on their side, the Buyer has the right to receive a penalty payment of 2% of the products' value per commenced week of delay, up to a maximum of five weeks. However, the penalty payment is not to be paid if the Buyer has approved the delivery delay.

If such a delivery delay has gone on for five weeks, the Buyer has the right to cancel the purchase in its entirety.

Product defects

The Buyer is to inform the Seller that the product has a defect within a reasonable timeframe after the discovery of a defect or after it should have been discovered,

After the Seller has received a message from the Buyer regarding a defect as referred to above, the Seller is to remedy the defect or carry out a redelivery with the promptness that the circumstances demand. The Buyer has the right to receive a redelivery if it is significant to them and the Seller has recognised this or should have recognised this and the redelivery can be carried out without inconvenience to the Seller.

If the defect is not remedied or redelivery is not carried out, the Buyer has the right to cancel the purchase.

Quality

The Seller is responsible for ensuring that products delivered to the Buyer comply with relevant laws, industry practice, the tender and invitation to tender. The Seller is otherwise to carry out their obligation with the proficiency, speed and care that the Buyer has reason to expect from a professional provider within the industry.

Responsibility/insurance

The Seller is responsible for all damage that may arise due to the assignment. The Seller undertakes for the entire period of the assignment to maintain the necessary insurance cover for their obligation.

Confidentiality

The Seller undertakes not to utilise confidential information for any purpose other than the implementation of the assignment. Such information may not be disclosed to a third party without the written consent of the Buyer. This also applies after the assignment has ceased.

Subcontractors

The Seller is responsible for subcontractors' work as for their own. The Seller may not engage another party to perform part of the assignment without the written consent of the Buyer.

Early termination

Each party has the right to terminate the agreement with immediate effect if the project is interrupted or if one of the parties significantly disregards its obligations.