

Commercial Terms, Service

Electronic invoicing

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

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.

Inadequacies in performance of the service

In the case of an inadequacy or deficiency in the performance of the assignment, the Buyer is to immediately inform the seller in writing. An inadequacy or deficiency in the assignment is to be considered as present if the results deviate from what the Seller has pledged or marketed and what the buyer could justifiably assume from the assignment description and what has otherwise been agreed. The Seller shall in the first instance be given the opportunity to remedy the situation. If the Seller does not remedy the inadequacy in a way that is satisfactory to the Buyer, this is to be deemed as the Seller significantly disregarding their obligations.

Quality

The Seller is responsible for ensuring that the services 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.

Staff

If the Seller wishes to replace staff for the execution of the assignment, this is to be approved in writing in advance by the Buyer. In such a case, the Seller may only replace designated staff with staff who possess equivalent expertise and experience.

If circumstances arise that mean the Seller can no longer fulfil agreed obligations in this regard, this is to be considered to constitute such a significant deficiency that it warrants the right for the Buyer to discontinue the assignment without liability to pay compensation to the Seller.

The Buyer has the right to request that the Seller is to replace staff who, according to the Buyer, lack expertise or the ability to cooperate.

Subcontractors

The Seller is responsible for subcontractors' work and 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 contract with immediate effect if the project is interrupted or if one of the parties significantly disregards its obligations.