Contract – \*\*\*Equipment, state name of direct procurement\*\*\*

partIES TO THE CONTRACT

|  |  |
| --- | --- |
| Buyer | Seller |
| Lund University  Box 117  221 00 LUND | Supplier AB  Address |
| Org. no  202100-3211 | Org. no  XXXXXX-XXXX |

CONTACT PERSONs FOR THE CONTRACT

|  |  |
| --- | --- |
| Buyer | Seller |
| Contact person  First name Surname | Contact person  First name Surname |
| Email  firstname.surname@xx.lu.se | Email  firstname.surname@supplier.se |
| Telephone  +46 46-XX XX XX | Telephone  +46 XX-XX XX XX |

*\*\*\* Instructions: The contract is to be adapted to requirements. Some points/text sections can be removed, and others can be added. Remember to change your own text to normal if italics come up when you write. Most of the text in italics shall be removed, as it is only explanatory text. \*\*\**

# Scope

The scope of the delivery is stated below or by the specification enclosed with this contract.

*\*\*\* Instructions: Here, you describe in brief what is to be purchased, the same as that requested in the invitation to tender.*

*If you have a specific delivery time, certain intervals when the equipment is to be delivered and/or in a specific quantity, you also write this under paragraph 8. \*\*\**

*\*\*\* Instructions: It is advisable to state other aspects that are appropriate as bullet points.*

*Example:*  
The delivery also covers:

* disposal or trade-in of the existing equipment
* delivery of brand-new equipment to the delivery address designated by the Buyer
* documentation for operation and technical documentation
* training according to specification
* service aids, i.e. equipment needed for preventive and corrective maintenance such as special tools, special cables, special software etc.
* installation, adaptation and calibration

The equipment is to be located at \*\*\*Name of department\*\*\* at Lund University.

The delivery is considered completed when all the agreed-upon equipment and any documentation and drawings per order are delivered to the Buyer at the delivery address designated by the Buyer.

# Execution of the assignment

The Seller must carry out their obligation with the proficiency, speed and care that the Buyer has reason to expect of a professional provider in the sector.

# Amount for payment

## Price

*\*\*\* Instructions: Here, you state the cost of the equipment. \*\*\*.*

The price of the equipment is \*\*\*Amount and currency e.g. SEK\*\*\* The stated price is fixed in \*\*\*SEK\*\*\* excluding VAT and including all associated costs such as installation to operational condition, packaging, insurance, customs and transport, and fees in accordance with the Ordinance on Producer Responsibility for Packaging (2022:1274) etc.

The price is based on the requirements and terms of contract stated in the invitation to tender.

The Buyer accepts no other extra costs than those stipulated in the contract.

# Call-off and orders

*\*\*\* Instructions: Here, you are to describe what the procedure will be for suborders/orders.*

*Example:*Ordering is to be done in connection with the signing of an contract. \*\*\*

# Invoicing and payment terms

## **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](http://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 address**

The equipment is to be delivered to: *\*\*\* Instructions: Adapt for situation \*\*\**

Lund University  
\*\*\*Name of department \*\*\*  
\*\*\*Recipient, telephone\*\*\*\*\*\*Street address\*\*\*  
\*\*\*123 45 CITY\*\*\*

## **Delivery provisions**

Delivery must be on a DDP basis\*\*\*state destination i.e. address and city, Sweden\*\*\* according to Incoterms 2020 (delivery duty paid) stated delivery address, during regular office hours, weekdays 08:00-16:30.

*\*\*\* Instructions: DDP stands for Delivered Duty Paid and means that the Seller pays for shipping, insurance and any customs cost for the product. The Seller assumes the risk for the product, i.e. has responsibility for it until the delivery has been made to our loading bay or equivalent. Note that the risk/responsibility for the product is then transferred to LU. \*\*\**

The delivery note with the Buyer’s order number and information on the contents is to be attached and clearly visible on the outside of the transport packaging.

## **Delivery time/agreed delivery date**

Delivery time according to contract.

## **Effective delivery date**

Effective delivery date refers to the date on which the equipment is 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 equipment’s 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.

# Delivery check

Once the delivery check has been completed and approved, the right of ownership for the equipment is transferred to the Buyer and the warranty period commences.

*\*\*\* Instructions: It may be appropriate to state how the delivery check will be carried out and when selected stages are to be completed. Also state how long any period of testing will last in order to verify full functionality in normal operation and that a protocol is to be drawn up and signed by both parties for any final inspection. \*\*\**

# Training

*\*\*\* Instructions: Sometimes it may be appropriate to include this heading. This depends to some extent on what you have agreed according to the supplier’s tender response. This section can be removed in cases where specific payment is not included in your direct procurement. \*\*\**

In connection with the delivery, the Seller is to carry out training regarding the equipment, its function, and usage.

*\*\*\* Instructions: Also state the number of people, sessions and content/scope.\*\*\**

# Warranty

The warranty period is to be \*\*\*two (2)\*\*\* years after the approved final check. In other respects, what applies is that stated in the “Equipment fault” paragraph of this contract.

If the equipment, due to a fault or deficiencies in design, material, production, transport carried out by the Seller or if the equipment in other respects does not fulfil the agreed characteristics and performance, is unusable for more than \*\*\* *Instructions: State period, e.g.* one (1) month \*\*\* and the equipment or its usability is to a not insignificant extent impaired, the warranty period is extended by the period the equipment has been unusable/usability has to a not insignificant extent been impaired.

# Obligations during the warranty period

The Seller’s obligations during the warranty period include: *\*\*\* Instructions: Adjust the scope. \*\*\**

* remedial maintenance in the case of acute faults. Response time is \*\*\*state number\*\*\* hours/days
* preventive maintenance
* spare parts
* telephone support during office hours
* updating of software

All costs for preventive and remedial maintenance corresponding to a full-service contract are to be paid by the Seller during the warranty period, provided that the equipment is managed in accordance with the Seller’s instructions.

# Documentation and drawings

The following documentation is included in the delivery:

*\*\*\* Instructions: Adapt the points below.\*\*\**

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

# Updates

*\*\*\* Instructions: Include the text below if updates may be needed.\*\*\**

Relevant updates, enhancements and changes to the equipment during the period from order to delivery are carried out by the Seller following the Buyer’s approval without cost for the Buyer.

Updates and changes to software and hardware, which include direct faults or safety risks, are included without cost during the equipment’s estimated technical lifetime (10 years after the takeover). Any labour costs are to be included.

All updates regarding the equipment’s existing functions are included in the Seller’s obligations during the equipment’s estimated technical lifetime (10 years after the takeover), provide that a service contract has been signed by the Seller.

# Updating of documentation

If the Seller carries out changes to the delivered equipment, the Seller is also to be responsible for providing changes to the delivered documentation to a corresponding degree.

The Seller is responsible for the production and cost of drawing up documentation and system-related installation and assembly drawings.

# Product defects

The Buyer is to inform the Seller that there is a product 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 the defect is significant for them and that the Seller has recognised, 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 the equipment delivered to the Buyer complies 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 execution 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.

# Transfer of contract

This contract may not be transferred to another physical or legal entity without the written consent of the Buyer.

# Changes or additions to this contract

Any changes or additions to this contract are to be approved in writing by the parties.

# Settlement of disputes

Disputes between the Buyer and the Seller in connection with this contract are in the first instance to be resolved between the parties and in the second instance by a Swedish general court in the Buyer’s local area.

# 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.

# Grounds for exemption/force majeure

A party is exempted from penalties for failure to fulfil certain obligations in accordance with this contract if the failure is due to circumstances that are beyond the party’s control, and which obstruct the fulfilment of the obligations. As soon as the obstruction has ceased, the obligation is to be fulfilled in the agreed way. The grounds for exemption are to include conflagration, war, mobilisation or unforeseen military call-ups on a corresponding scale, requisition, confiscation, currency restrictions, insurrection or rioting, scarcity of means of transport, general scarcity of goods, restrictions in matters of motive power, contractual conflict in the labour market and delay of deliveries from subcontractors, if the delay is due to such circumstances referred to in this point. The proviso relating to contractual conflict in the labour market is not to be considered as grounds for exemption if a party is themselves the subject or instigator of such a conflict.

# Environmental requirements

*\*\*\* Instructions: State any environmental requirements, if applicable. \*\*\**

# EU sanctions against Russia and Belarus

If the Seller is covered by one of the EU’s sanctions against Russia and Belarus, the Buyer has the right to terminate the contract with immediate effect.

# Ranking of documents

The contract documents complement each other. The documents below apply to this contract.

If the contract documents should be shown to be contradictory in some respect, what applies for the documents, unless the circumstances clearly warrant otherwise, is the following order:

* written changes and additions to this document
* this contract with appendices
* any clarification of the invitation to tender
* invitation to tender with appendices
* any clarification of the tender
* tender with appendices

The information in the tender that has not been requested in the invitation to tender does not apply as content of the contract, unless there is a written contract that it is to apply.

This contract has been drawn up in two identical copies of which the parties have received one each. A binding contract exists once both parties have signed this contract.

Signatures of the authorised signatories:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City / date City / date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer’s signature Seller’s signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name in capital letters Name in capital letters

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Title Title