Contract – \*\*\*Goods, 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. \*\*\**

# Contract period

*\*\*\* Instructions: Here, you state the start and end date of the assignment, however for no longer than four years if it is a framework agreement. It is important to include this in the contract. It may also be advisable to include how the time is to be divided up during the contract period for the assignment. \*\*\**

*Example:*This contract applies as from \*\*\*YYYYMMDD\*\*\* and up to and including \*\*\* YYYYMMDD \*\*\*. Thereafter, the Buyer has the right to extend the contract by a further \*\*\*XXX\*\*\* years. At the end of the contract period, the contract ceases to apply without a preceding termination.

# 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 10. \*\*\**

# 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 assignment. \*\*\*.*

The price in \*\*\* SEK\*\*\* is stated in the specification (Appendix \*\*\*X\*\*\*) excluding VAT. The price includes all associated costs for the delivery, such as shipping, 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.

## Price adjustment

*\*\*\* Instructions: Here, you state whether any price adjustments are to be allowed.*

*Example:*The prices are fixed for twenty four (24) months from the start of the contract (*alternatively* previously approved adjustment). Thereafter, price adjustment is to be according to below.

Requests for a price adjustment are to contain a well-documented basis for the change in cost. \*\*\*

# Call-offs and orders

*\*\*\* Instructions: Here, you are to state the procedure for an order/call-off and who is authorised to order/call-off.*

*Example 1:*Ordering is in connection with the signing of an contract.

*Example 2:*Ordering/subordering is according to ongoing needs. \*\*\*

# Invoicing and payment terms

## **6.1 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.

**6.2 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.

## **6.3 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

## **7.1 Delivery address**

The products are 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 all products are delivered 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.

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 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.

# Warranty

The warranty is to be in accordance with the Seller’s general warranty terms. However, the warranty period is to be at least one (1) year after the approved delivery check.

The Seller pays for all measures covered by the warranty, provided that the product is handled in accordance with the Seller’s instructions.

# Documentation

The documentation requested in the invitation to tender is to be enclosed, in Swedish or English, with the delivered product.

# Statistics

The Seller undertakes during the contract period to provide statistics free of charge on the request of the Buyer.

The Seller is to provide statistics at the latest 10 working days after the request.

# 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

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Name in capital letters Name in capital letters

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Title Title