**Parties**

This agreement has been reached between Uppsala University (hereinafter referred to as the buyer) and N.N. (hereinafter referred to as the supplier).

Uppsala University N.N.

Department of xxx \_\_\_\_\_\_\_\_\_\_\_\_

Box/street address \_\_\_\_\_\_\_\_\_\_\_\_

xxx xx CITY \_\_\_\_\_\_\_\_\_\_\_\_

Corp. ID. no. 202100-2932 Corp. ID. no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Order**

With reference to the supplier's tender (Appendix 1), the Department of xxx hereby orders xxx (hereinafter referred to as the product). The supplier undertakes to deliver, install and put the product into operation according to the conditions of this contract.

**Price**

The total price for the product including freight, packaging, transport from goods reception to the designated location at the department, training, installation, setting into operation, function control, documentation, warranty and all other expenses associated with the fulfilment of this contract is SEK \_\_\_\_\_\_\_\_\_\_\_\_\_ excluding VAT.

**Delivery**

The product shall be delivered in its entirety as soon as possible, but no later than \_\_\_-\_\_\_-20\_\_\_. The delivery shall be DDP[[1]](#footnote-1)/DAP[[2]](#footnote-2) to the stated address at Uppsala University. The supplier is responsible for transporting the product from the goods reception to the designated location at the department.

**Delivery address**

Write delivery address on the consignment and delivery note

Uppsala University

Department of xxx

Att. first name last name

xxx xx CITY

**Delivery control**

The buyer shall approve the delivery, i.e, control that the product is complete and undamaged and accompanied by the specified documentation. The buyer shall report faults in the delivery to the supplier as soon as possible.

**Installation**

The supplier is responsible for installing the product at the specified location within two (2) weeks of delivery unless otherwise is agreed with the buyer.

**Function control**

The supplier and the buyer shall together perform a function control when the product has been installed and set into operation. Before performing the control, the parties shall have agreed on which functions to control, how to perform the control and the design of the test protocol.

If the product does not meet the buyer's specification or does not fulfil the performance and function stated in the supplier’s tender, the supplier shall as soon as possible and at no cost remedy these deficiencies.

The function control is approved when the performance and functionality stated in the specification and in the supplier's tender have been verified. The test protocol shall be signed by both parties.

**Invoicing terms and conditions**

Invoicing may take place when the buyer has approved the performance and result of the service.

The Supplier shall send electronic invoices in accordance with one of the standards developed within the framework of SFTI Svehandel, currently PEPPOL BIS Billing 3

If the Supplier cannot produce electronic invoices as above, electronic invoicing can be done via manual registration at an invoice portal.

Contact the University via e-mail at ekonomisupport@uadm.uu.se before sending the first electronic invoice, or if there are any questions related to electronic invoicing.

More about information for suppliers, invoice portal, reference codes, electronic invoicing etc. is available at the University’s website:

<https://mp.uu.se/en/web/info/stod/ekonomi/leverantorsinformation>

No charge shall be made for invoicing, dispatch or payment reminders.

**Payment terms and conditions**

Payment of an invoice received and approved by the University shall be made no later than 30 days after the issue date of the invoice. In the event of overdue payment, the Interest Act (1975:635) *(Räntelag (1975:635)*applies.

If the invoice is incomplete or incorrect, the University may come to cancel the invoice after contact with the issuer of the invoice. A new and corrected invoice is then sent to the University, who pays it under the provisions of this contract.

**Documentation**

User Manuals, detailed documentation of the product and its maintenance and any software and licenses must be included in the delivery. The documentation must be in English or Swedish.

**Training**

The supplier shall provide \_\_\_ days of training in the use, care and maintenance of the product at the department for \_\_\_ persons.

**Warranty**

The warranty period for the specified product is one (1) year from the approved function control.

The warranty is a full warranty, meaning that all direct expenses and expenses for travel and lodging in connection with warranty measures are to be paid by the supplier. Expenses for consumables are not included in the warranty. For replaced parts, a warranty of one (1) year is valid from the date the replacement was made.

**After sales service**

Before the warranty expires, the buyer has the right to sign a service agreement under the terms of the supplier's tender.

**Legislation and liability insurance**

It is the supplier's responsibility to at all times be aware of and comply with the legislation that is relevant to this contract.

The supplier shall have valid and comprehensive insurance in respect of all activities covered by this contract. If the buyer wishes to verify this, the supplier shall provide a copy of a valid insurance certificate and proof of paid insurance fees without delay.

**Subcontractors**

If subcontractors are engaged, the supplier is responsible for the subcontractors' work as for its own performed work in accordance with this contract.

**Contract documents**

The order of priority among the documents under this contract is:

1. This contract
2. The buyer’s specification
3. ALOS 05 (appendix 2)
4. The supplier's tender

**Dispute**

Dispute with reference to this contract shall primarily be resolved through negotiation between the parties. If the negotiation does not lead to an acceptable outcome for the parties, the matter shall be settled by a Swedish general court in Uppsala with the application of Swedish law.

**Signature**

This agreement has been drawn up in two (2) identical copies, of which the parties have received one each.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_-\_\_\_-20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_-\_\_\_-20\_\_\_

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

N.N first name last name

 Head of Department

 Department of xxx

 Uppsala University

**Appendices:**

1. The supplier's tender, dated \_\_\_-\_\_\_-20\_\_\_.
2. ALOS 05 [General terms for supply of goods (without erection) to the public sector]
1. Delivery Duty Paid, according to INCOTERMS 2020. [↑](#footnote-ref-1)
2. Delivery At Place, according to INCOTERMS 2020. [↑](#footnote-ref-2)