**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 function control has been approved.

**Invoicing address**

Paper invoices from Swedish suppliers who invoice in SEK are sent to:

Uppsala University

PG 1254

737 84 Fagersta

Foreign suppliers and suppliers who send e-invoices issue their invoices to the department's address.

Order confirmation and possible reminders are sent to the buyer (the Department).

**Invoice content**

The invoice shall contain the following information:

* Invoicing address
* The buyer's name and reference code (xxxxxx)[[3]](#footnote-3)
* The supplier's complete name and address together with corporate identification number/VAT (Value Added Tax) number
* Invoice number
* Invoice date
* Due date and payment terms and conditions
* Currency code (if other currency than SEK)
* Total invoice amount
* Total amount of VAT and VAT rate
* The product's article number and price (where applicable, a specification of different parts and their prices)

For Swedish suppliers, the invoice shall also include information about:

* Plusgiro, bankgiro and/or bank account number for Swedish suppliers
* F-tax card

For foreign suppliers, the invoice shall also include information about:

* Bank account number/IBAN and SWIFT Code (BIC) together with any clearing code

**Payment terms and conditions**

Payment shall be made within thirty (30) days from approved function control. Invoicing, order and handling charges are not approved. Interest on overdue payment is to be charged under the Interest Act (SFS 1975:635).

An invoice containing incomplete or inaccurate information will be returned for correction. A new due date will be reckoned thirty (30) days from the date a correct invoice is received. Interest on overdue payment and charges for invoices that are returned will not be accepted.

**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 2010. [↑](#footnote-ref-1)
2. Delivery At Place, according to INCOTERMS 2010. [↑](#footnote-ref-2)
3. **Information to the supplier**. The supplier shall state the buyer's reference code on the invoice. Only the reference code is to be entered under “Your reference”, no other information. If the invoice does not have the field “Your reference”, the reference code may be given in the address field. [↑](#footnote-ref-3)