

# The Swedish Red Cross' terms and conditions for procurement of goods and services

## CONTACT PERSON

The parties shall appoint a contact person who shall be authorised to represent each respective party within the framework of the agreement. In the event that a party changes its contact person, the other party is to be notified of this in writing.

## SCOPE AND IMPLEMENTATION

The supplier shall carry out the assignment specified in the agreement. The supplier is responsible for ensuring that the assignment is performed with care and professionalism in accordance with good practice in the sector within which the assignment is performed.

The supplier is responsible for ensuring that the performance of the assignment complies with the regulations stipulated in Swedish legislation and government regulations. If the agreement includes specific requirements with regard to environment, quality assurance, safety or other similar requirements, the supplier is responsible for compliance with these. The supplier shall carry out the assignment according to Swedish Red Cross (SRC) instructions and guidelines and conduct at least two follow-ups per year, as well as on occasion when SRC for a particular reason requests such a follow-up. If the follow-up work reveals verifiable quality shortcomings in the operation of the business, it is incumbent on the supplier to immediately implement the necessary corrections and measures to rectify the issues.

## SUBCONTRACTORS, SUB SUPPLIERS, EMPLOYEES ETC.

The supplier is not entitled to hire another supplier for the execution of the assignment without consent from SRC. If the agreement specifies that certain staff of the supplier are to be made available for the performance of the assignment, the supplier is not entitled to replace this employee without SRC's consent.

The supplier is responsible for its employees and other parties hired to perform the assignment having the necessary qualifications and authorisation. If SRC finds that employees of the supplier are in breach of the requirements that reasonably apply to the execution of the assignment, SRC shall be entitled to request that such an employee is replaced through written notification to the supplier.

## FAULTS AND CORRECTIVE ACTION

A fault or error is found to exist if the assignment/delivery deviates from the requirements stated in the agreement or which may apply to assignments of the kind concerned.

In such cases, SRC may demand that the supplier rectify the fault or error with the urgency required by the circumstances. SRC may also correct the fault or error at the supplier's expense.

## REMUNERATION AND PAYMENT

Provided that the supplier fulfils its obligations under the agreement, it shall be entitled to the remuneration specified therein. The indicated prices are excluding VAT. Additions and changes shall be charged according to the parties' agreement. The supplier shall structure its invoice according to SRC's wishes.

The Billing address is:

**Svenska Röda Korset, Leverantörsreskontran, Box 17563, 118 91 Stockholm.** Billing will be done on a monthly basis in arrears with a specified 30-day credit period for SRC.

Invoices are preferably sent by e-mail:

[faktura@redcross.se](mailto:faktura@redcross.se)

Progress billing, prepayment, invoice fees or other administrative charges are not accepted. Interest on arrears shall be paid in accordance with the Interest Act.

## CANCELLATION

SRC has the right to cancel the agreement with immediate effect if the supplier is guilty of a nonmaterial breach of contract. In the event that the conditions change for the assignment or that the supplier does not meet specified requirements for the execution of the assignment, the agreement may be cancelled. This also applies if the supplier acts in a way that violates SRC's fundamental values. The supplier is entitled to cancel the agreement with immediate effect if SRC is guilty of a nonmaterial breach of contract.

**NOTICE OF TERMINATION**

The parties may terminate the agreement with a two (2) month notice period. The opposite party shall be notified in writing of this termination.

**INTELLECTUAL PROPERTY RIGHTS**

The supplier is responsible for ensuring that any material it delivers or any assignment executed by the supplier does not violate the rights of another party (patent, trademark, pattern, copyright, etc.). SRC undertakes to notify the supplier without delay of any third party claims, after which the supplier, at its own expense, will take over the dispute and bring an action for SRC, and otherwise indemnify SRC. This condition also applies after the agreement has otherwise expired.

**LIABILITY**

The supplier is obligated to hold insurance policies for all damages for which compensation may be claimed under the agreement. The supplier shall, if SRC so requests, present documentation of its policies to SRC.

**SECRECY, PUBLICITY AND SECURITY**

It is the responsibility of the supplier to observe confidentiality regarding the conditions and working methods that may emerge during the execution of the assignment.

The supplier may not, without the consent of SRC, – to the extent required for the proper execution of the assignment – disclose to a third party any information belonging to SRC. Information provided by SRC as confidential must not be disclosed to third parties without SRC's written consent. This commitment also applies to verbal information. The supplier shall further process the said information in such a way that there is no risk that third parties will access it. Staff of the supplier who access such information are also covered by secrecy. However, no restrictions apply to such information as is generally known. The above obligation shall also apply after the termination of the agreement and for whatever reason the agreement ceases to be valid.

SRC will have unlimited right to use the work results arising from the assignment. The supplier may not publish or otherwise use work material or work results produced for SRC without the written consent of SRC. The supplier may not advertise or otherwise disclose that it is performing an assignment or has entered into an agreement to perform an assignment for SRC, or otherwise use SRC's name or trademark, without SRC's written consent.

**FORCE MAJEURE**

A party is exempted from its obligations under this agreement if its performance is prevented due to circumstances outside its control which it could reasonably not have anticipated upon signing the agreement, and the consequences of which could not reasonably have been avoided or overcome. Such a circumstance shall be considered to include war, war-like situations, contractual conflict, fire, or a decision by the government of public authority.

The party that intends to invoke the above-described circumstance shall immediately and in writing inform the other party accordingly. As soon as the invoked circumstance ceases, a party shall immediately inform the other party and immediately resume the assignment to the agreed extent.

**TRANSFER OF THE AGREEMENT**

The supplier is not entitled to transfer its rights and obligations under the agreement without the written consent of SRC.

**NOTIFICATION**

When these terms stipulate that the parties shall provide written notification, this shall entail a document that reaches the other party by messenger, registered letter, letter, fax or by electronic means if the document clearly indicates the sender and recipient at the respective party.

**COMPLETE AGREEMENT AND CHANGES**

This shall constitute the parties' entire agreement on all issues specified herein. Changes and additions to the agreement must be in writing to be valid and must be signed by authorised representatives of the parties.

**APPLICABLE LAW, DISPUTES**

Disputes arising out of this agreement shall be finally settled by arbitration under the Swedish Arbitration Act (1999:116). The arbitration tribunal shall consist of three arbitrators. The proceedings shall take place in Stockholm. The language of the proceedings shall be Swedish. Swedish law applies to the dispute.