



RENOVA AB AND RENOVA MILJÖ AB – GENERAL CONDITIONS OF PURCHASE – GOODS (VERSION 2023:1)

1. Application

- 1.1 These general conditions of purchase, hereinafter called the “Conditions” shall be applicable to agreements between Renova and its subsidiaries (hereinafter Renova) and the supplier (hereinafter called the “Supplier”) at any point when Renova purchases goods, or purchases both goods and services when the principal performance is made up of a service commission (hereinafter called the “Commission”).
- 1.2 With the purchase of both goods and services, rules contained in these Conditions as well as “Renova’s general conditions of purchase - Goods” may be applicable.
- 1.3 The division of the agreement into different sections and under different headings shall not affect the interpretation of the agreement. Neither shall differences between the conditions of purchase for goods and services affect the interpretation of the agreement.
- 1.4 The Conditions shall form part of the parties’ agreement (hereinafter called the “Agreement”). Whatever is specifically agreed in writing in the Agreement between Renova and the Supplier shall override the Conditions.
- 1.5 The Conditions take precedence over the Supplier’s general terms of sale.
- 1.6 The term “orders” also refers to call-off under the Agreement.

2. General provisions

- 2.1 The Supplier is under an obligation to maintain the qualification requirements imposed on the Supplier in connection with the procurement throughout the period of the Agreement. At Renova’s request, the Supplier shall produce the documents required to assess the requirements during the period of the Agreement.
- 2.2 Parts substitution may be permitted in certain cases after obtaining Renova’s written consent.
- 2.3 The Supplier must not without written consent transfer, lease or pledge its rights or obligations under the Agreement.
- 2.4 The Supplier must not engage or replace a subcontractor without Renova’s written consent. The Supplier is responsible for ensuring that the subcontractor fulfils the same requirements as those imposed on the Supplier. This applies to all items. The Supplier is responsible for the subcontractor’s performance and is entitled to compensation as for their own work.
- 2.5 The Supplier does not have exclusive sales rights.
- 2.6 Renova cannot guarantee the number or scope of orders.
- 2.7 In contractual relationships that run for one year or longer, follow-up meetings shall be held once a year if requested by one of the parties. The parties shall not be compensated for attending the meeting.
- 2.8 The Supplier shall comply with current legislation, standards, directives and regulations.
- 2.9 The Supplier shall act in a professional and competent manner. The Supplier shall in all other respects comply with good business and professional practice and observe the skill, competence and diligence to be expected of a reputable company in the industry.
- 2.10 If the basic conditions of the Agreement are to be changed, the party concerned shall call for renegotiation of the Agreement as soon as possible.

3. Insurance

- 3.1 Throughout the period of the Agreement, the Supplier shall maintain appropriate business insurance (including professional liability insurance) for an adequate amount. When requested, the Supplier shall provide Renova with a copy of the insurance policy.

4. Competition, etc.

- 4.1 During the period of the Agreement, the Supplier is not permitted, without Renova’s written approval, to engage in competing business or to be economically dependent on other companies or persons engaged in business competing with Renova. The Supplier shall immediately notify Renova of any circumstances likely to be in conflict with these provisions.

5. Quality requirements

- 5.1 The Supplier shall have a quality policy and actively work with methods that ensure the quality of the Goods.

6. Environmental requirements and ethics

- 6.1 The Supplier shall comply with current environmental laws and regulations, and have an environmental policy in place. The Supplier shall actively work with the environment in focus.
- 6.2 The Supplier shall guarantee that the company’s work is performed in a manner that does not conflict with current ethics and morality.
- 6.3 The Supplier shall comply with current Swedish antidiscrimination law. Any abuse against the law, from the suppliers or it’s subcontractor, is regarded as a fundamental breach of contract and can make a ground to terminate the Agreement with immediate effect. The Supplier must in written form, to Renova, account for the actions taken in the company’s operation to comply with the antidiscrimination law

7. Employers’ liability

- 7.1 The Supplier shall ensure the work is conducted in accordance with statutory provisions, public authority decisions, operational provisions and industry regulations aimed at ensuring operations are reliable in terms of safety.
- 7.2 The Supplier shall ensure all taxes and contributions for personnel are paid in accordance with current legislation and collective agreements.

8. Orders

- 8.1 If Renova places an order, the Supplier shall, on request, send an order confirmation that reproduces the contents of the order.

9. The Nature of the Goods

- 9.1 The Goods shall conform to the requirements of the Agreement, the order, the specifications or other instructions and shall be fit for Renova’s purpose in making purchase.
- 9.2 Necessary information, safety regulations, user manuals or other essential documentation shall accompany the delivery and form part of Goods. The documents shall be written in Swedish unless otherwise agreed.
- 9.3 If specific labeling or standards of products, components and similar are required, all materials shall conform to this.
- 9.4 The Supplier guarantees that any permits, certificates, licenses or similar required for the purchase reassignment, use or other form of disposal of the Goods are secured. These shall be produced at Renova’s request.
- 9.5 The Supplier guarantees that the Goods or parts thereof do not constitute an infringement of any additional rights.

10. Packaging and labelling

- 10.1 The Supplier shall pack and label the Goods in accordance with the Agreement and shall provide the Goods with packaging required for transport of the Goods.
- 10.2 Packaging and labeling, on both the packaging and the Goods, shall meet the requirements prescribed by law or other regulation. This shall also apply to issues concerning rules in reuse recycling.

11. Delivery

- 11.1 The Goods shall be delivered at the agreed time. If no time has been agreed, the Goods shall be delivered as soon as possible after the order has been placed. It is extremely important for Renova that agreed delivery times are observed.
- 11.2 If an exact time of delivery has not been agreed by the parties, the Supplier shall notify Renova well in advanced of the delivery so that Renova can make necessary arrangements for receiving the Goods.
- 11.3 If nothing to the contrary is stated in the Agreement, the Goods shall be delivered free to Renova, to premises designated by the latter.
- 11.4 On delivery, the Supplier shall cooperate with Renova’s personnel, follow any instructions given and minimize any disruption to Renova’s daily operations.
- 11.5 Delivery includes all costs associated with the delivery, including the handling of transport documents, any customs clearance, insurance express, loading and unloading costs, packing, transport, insurance etc.
- 11.6 If any statute or regulation contains special provisions stating that certain information must accompany the delivery or if the parties have agreed to use certain documentation or if such necessary, the Supplier shall ensure that such is handed over on delivery in the correct and agreed manner (transport document or similar).
- 11.7 The Goods shall be deemed delivered once they have been delivered, received and inspected by Renova. If the Goods are to be installed or assembled, the Goods shall not be deemed delivered until correct installation/assembly has been executed and the Goods function in a satisfactory manner.
- 11.8 If training or special instructions are necessary for the use, operation or maintenance of the Goods, such services shall be assumed to be included in the price unless otherwise agreed.
- 11.9 The parties may agree on a delivery plan. Such a plan shall not be considered an order but a non-binding forecast.

- 12. Cancellation**
- 12.1 Renova is entitled to cancel non-delivered Goods. If the Supplier makes a claim within four weeks, he/she is entitled to compensation for reasonable costs that he/she can show were directly caused by Renova's cancellation. Deductions shall be made for what the Supplier can obtain if the Goods/parts thereof can be used for another delivery to Renova or another business, or be used in some other way.
- 13. Guarantee**
- 13.1 Unless otherwise agreed by the parties, the Supplier shall provide a minimum of a one-year guarantee. The warranty period shall start from the date the Goods are delivered to Renova.
- 13.2 If the Goods are repaired or the Goods or parts thereof are replaced, the new warranty period will run from the date that fault-free Goods are delivered to Renova.
- 14. Information and communication**
- 14.1 Each party shall continuously inform the other party of any matter that is relevant to the parties' obligations.
- 14.2 All communication concerning application of the Agreement shall take place between authorized contact persons.
- 14.3 The Supplier is responsible for any inaccurate information provided before the purchase and that may be considered to have influenced the purchase. This also applies when such information is provided by employees or others authorized to give information about the Supplier or the Goods.
- 14.4 The Supplier shall take care of Renova's interests during the period of the Agreement and actively work to achieve improvements, quality increases, cost optimization and greater efficiency. Cost savings shall lead to reduced prices.
- 14.5 Within the Supplier's area of expertise, he/she has the best know-how. The Supplier is therefore responsible for obtaining all relevant information, documentation or similar that is required to deliver fault-free Goods.
- 14.6 In all communication, the parties shall express themselves with the clarity required to ensure correct performance in every respect. If nothing to the contrary has been expressly agreed, communication shall be written in Swedish.
- 14.7 In these Conditions, the term "written communication" refers to letters, faxes, e-mail and signed documents.
- 15. Confidentiality, etc.**
- 15.1 During the period of the Agreement and for ten years thereafter, the Supplier is under an obligation not to reveal, inform or in any other way disclose to anyone outside of Renova, or to use for anything other than Renova's operations, information concerning Renova and its operations obtained by the Supplier for the fulfilment of the Agreement. This applies to information of a technical, commercial or other nature, irrespective of whether the information is documented or not. The only exception is information that the Supplier can show is obviously not kept secret by Renova and the disclosure of which would not cause harm to Renova or if otherwise provided by the law. If in doubt, the Supplier undertakes to consult with Renova before information is disclosed or used.
- 15.2 When the contractual relationship has come to an end, the Supplier shall hand over all such confidential material, including other material concerning Renova that is obviously not intended for general distribution and is in the Supplier's possession, including photocopies and faxes, notebooks, documents, reports and information stored on computer media. This applies regardless of whether it is information provided by Renova, prepared by the Supplier or is information that arose in some other manner. The Supplier is not permitted to retain any copies of the aforementioned material without Renova's written consent.
- 15.3 The Supplier undertakes to ensure that employees, consultants and non-executive directors of the Supplier do not pass on confidential information to outsiders.
- 15.4 The Supplier is not entitled to use Renova's company name or logo in its marketing or other published information without Renova's written consent.
- 15.5 In case of breach of the provisions under item 15, the Supplier shall pay a penalty of SEK 100,000 on demand in each individual case. The issuing of a penalty does not affect Renova's right to damages or other sanctions applicable in cases of breach of contract. A breach of this provision exists even if intent or negligence cannot be proven.
- 16. Intellectual property rights, etc.**
- 16.1 When a claim of infringement is made, Renova shall notify the Supplier. The Supplier shall assume responsibility for the dispute at his/her own expense and bring an action for Renova. Similarly, at his/her own expense, the Supplier shall either secure Renova the right to continued use of the results or exchange the disputed part of the results with a part that corresponds with what has been replaced. If continued use of the results is possible during the on-going dispute, the Supplier shall provide security for the loss that Renova may suffer as a result of the alleged infringement. In addition to the sum that Renova may have had to pay to a third party, Renova will be entitled to compensation for any other loss incurred as a result of intellectual property errors.
- 16.2 Material provided by Renova remains the property of Renova and must not be used by the Supplier for anything other than what has been agreed without Renova's written consent.
- 17. Verification**
- 17.1 Renova is entitled to engage an independent auditor or inspector to verify all matters in connection with the Agreement, assuming Renova has reasonable cause for such. If an inspection or audit of this kind leads to a credit, the Supplier shall bear the cost of the audit/inspection up to the same amount as the credited amount.
- 18. Price**
- 18.1 The price shall be specified in the Agreement. Unless otherwise specified, the price is fixed during the period of the Agreement. The price shall be stated in writing in SEK and exclusive of VAT. A new price will only be applicable after a written agreement has been signed by both parties.
- 19. Payment and invoicing**
- 19.1 Invoices are issued after work completion or product delivery, unless otherwise agreed in writing.
- Payment is made thirty days after the receipt of a correctly issued invoice. Invoices must be addressed and formatted in accordance with the description at [Invoicing Renova or Renova Miljö | Renova](#)
- 19.2 Invoicing fees will not be accepted.
- 19.3 The supplier is entitled to interest on overdue payment in accordance with the Interest Act (1975:635) in connection with Renova's overdue payment of undisputed invoice.
- 20. Statistics**
- 20.1 At Renova's request, the Supplier shall hand over statistics for purchases made over the past three years with details of the Goods, quantity, deliveries made, compensation claims etc.
- 21. Error or omission**
- 21.1 The Goods shall be deemed defective if they deviate from what Renova could have reasonably assumed based on conditions at the inception of the Agreement/order and what has otherwise been agreed from what the Supplier has offered or marketed. The Goods shall also be deemed defective if they cannot be used for the intended purpose.
- 21.2 Renova is entitled to demand redelivery or for the defect to be rectified or for the price to be reduced proportionate to the defect. Rectification or redelivery shall be effected at no cost to Renova. If a request for rectification of the defect or redelivery is made and the rectification or redelivery does not take place within a reasonable period of time, Renova is entitled to allow someone else, at the Supplier's expense, to rectify the defect or deliver fault-free Goods. If the defect is of significant importance to Renova, the latter is entitled to cancel the order. Renova is entitled to revoke the Agreement concerning the remaining part if the consignment has been executed to a certain extent but there is good reason to believe that future consignments will not be fulfilled without significant defects being present. Regardless of whether the order is cancelled, Renova is entitled to compensation for the damage caused by the defect.
- 21.3 If Renova wishes to cite a defect in the Goods, Renova shall notify the Supplier of this within a reasonable period of time of the defect being established.
- 21.4 If software is included in the Goods, Renova shall always have the right to correct minor defects without the special consent of the Supplier. For sublicensed software, restrictions imposed by law or agreement apply. These shall be specified by the Supplier in an annex to the Agreement.
- 22. Delay**
- 22.1 The parties shall inform each other immediately if there is a risk that the agreed delivery time cannot be met.
- 22.2 If the Supplier fails to deliver the Goods in accordance with what has been agreed by the parties and this is not due to Renova or any relationship on Renova's side, this constitutes a delay. If no time has been agreed, the delay shall be deemed to have occurred after the time that may be considered reasonable on the basis of what is normal for deliveries of similar Goods and scope or the established practice of the parties.
- 22.3 In the event of a delay, the Supplier shall pay compensation amounting to 1% of the total price specified in the order, per week commenced. This is irrespective of whether interim deliveries have been made on time. However, the total amount of compensation for the delay shall not exceed 10% of the total price.
- 22.4 Renova is entitled to demand fulfillment of the order. Alternatively, if the delay is significant, Renova is entitled to revoke the Agreement concerning the delayed part of the delivery. A delay shall always be deemed significant if Renova is entitled to full compensation in accordance with 22.1 and the Goods have still not been delivered. Renova is also entitled to revoke the Agreement if there is good reason to believe that future deliveries will also not be fulfilled without significant delay.
- 22.5 Renova is entitled to retain as much of the payment as may equal the claim made due to delay. Regardless of whether the order is cancelled, Renova is entitled to compensation for the damage caused by the delay. The penalty incurred shall then be deducted from payment for the order.

- 22.6 If the Goods have been delivered, Renova only has the right to revoke the Agreement or claim damages due to delay on condition that Renova notified the Supplier of this within two months of the delivery.
- 22.7 The Supplier is entitled to compensation for additional costs shown to have been incurred as a result of delay caused by Renova that the Supplier could not have foreseen at the time when the order was placed.
- 22.8 If Renova has not paid velar and overdue claims within two months of the payment reminder, the Supplier is entitled to cancel the purchase. If the purchase is cancelled, the Supplier is also entitled to damages for direct damage caused by the delay.
- 23. Liability for damages**
- 23.1 If a party breaches the provisions contained in the Agreement and does not take immediate corrective action, the party shall pay damages to the other party. Damages are not paid for indirect damage such as a fall in production and lost profits unless the party acted with gross negligence or with intent.
- 23.2 What has been specifically decreed shall, however, apply in cases of delay, defect and product liability.
- 24. Product liability**
- 24.1 The Supplier is responsible for all injury to persons or property caused by the Goods.
- 24.2 If a claim is made against Renova due to harmful characteristics of the Goods, the Supplier shall help to investigate where the damage is and indemnify Renova if the damage is likely to be due to a relationship with the Goods. The Supplier's liability will exist as long as such demands can be directed against Renova.
- 25. Grounds for release (Force Majeure)**
- 25.1 If fulfilment of any of the parties' commitments under the Agreement is prevented by circumstances over which the parties have no control, such as labour disputes, lightning strike, fire, war, mobilisation or military call-up of comparable scope, requisition, confiscation, currency restrictions, government regulations, insurrection and civil unrest, restrictions in the supply of power, general shortage of transport, goods and energy, and defects or delays in deliveries from subcontractors resulting from the aforementioned circumstances, these shall constitute grounds for release, resulting in delay and release from penalty and other sanctions.
- 25.2 The parties shall take all reasonable steps to mitigate the consequences of a circumstance that gives grounds for release.
- 25.3 If fulfilment of the Commission is largely prevented for a period of more than two (2) months due to a circumstance that gives grounds for release, either party may, without liability for compensation, withdraw from the Agreement in writing.
- 25.4 It is incumbent upon the party that wishes to claim grounds for release to notify the other party in writing without delay of its emergence and termination.
- 26. Assignment of contract**
- The parties are entitled to assign the contract within the group.
- 27. Early termination**
- 27.1 The parties are entitled to terminate the Agreement with immediate effect if:
- a party has committed a fundamental breach of contract and failed to correct it within a reasonable period of time, or
 - a party has committed a breach of contract repeatedly, or
 - a party is likely to be in circumstances as described in item 4.1 above and Renova cannot reasonably accept this, or
 - a party fails to meet its payment obligations relating to taxes, social security contributions and other payment orders that in accordance with legislation or collective agreements are payable by the party, or
 - a party hires black labour, or
 - a party overrides the law or collective agreement or in some other way acts or takes measures that conflict with what is generally acceptable within the collective field, or
 - a party is declared bankrupt, goes into liquidation, becomes subject to distraint or may in some other way be at risk of becoming insolvent, or
 - in the event of changes in ownership pressure, reorganisation of operations or changes that may in some other way involve a significant change in the terms of agreement, or
 - a court or public authority determines that the Agreement entered into is in violation of the law on public procurement.
- 27.2 Renova also has the right, without giving a reason, to terminate the Agreement concerning non-executed parts. The Supplier shall then be paid for completed work and any associated and justified costs, although indirect costs will not be included.
- 27.3 If the Supplier is party to a framework agreement in which Renova is entitled to call off the Goods when required and the Supplier frequently declines to deliver Goods to the desired extent, Renova shall be entitled to terminate the whole framework agreement. Before the Agreement can be terminated, Renova shall have sent the Supplier written notification that the Agreement may be terminated if the Supplier continues to declines to fulfill orders. If there is no improvement in the Supplier's performance, Renova has the right to terminate the Agreement with two months' notice.
- 28. Disputes and applicable law**
- 28.1 The following shall apply to this Agreement in the order given: the Swedish Sale of Goods Act and Swedish law in general.
- 28.2 Any disputes concerning the Agreement, its inception, content, interpretation, application or associated rights and obligations shall be negotiated immediately and in good faith with a view to reaching settlement.
- 28.3 If the parties do not find a solution, the dispute shall be settled by a Swedish court in accordance with Swedish law unless the parties agree otherwise. The court of first instance is Gothenburg District Court.