



RENOVA AB AND RENOVA MILJÖ AB –  
GENERAL CONDITIONS OF PURCHASE –  
SERVICES (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 services, 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 services and goods, 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.

**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 any exclusive right to execute the Commission.
- 2.6 Renova cannot guarantee the number or scope of the Commission.
- 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 If the basic conditions of the Commission’s execution 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 Commission.

**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. Statutes and regulations**

- 7.1 The Supplier guarantees that any permits, certificates, licences or similar required for the Commission’s execution are held. These shall be produced at Renova’s request.
- 7.2 The Supplier shall ensure that all taxes and contributions for personnel are paid in accordance with current legislation and collective agreements.
- 7.3 If any statute or regulation contains special provisions stating that certain information be made available for transport or other handling in the execution of the Commission, the Supplier shall guarantee that such information is made available. The same shall apply if the parties have agreed to use certain documentation or if such is necessary. It is the responsibility of the Supplier to ensure that such information and/or documentation is handed over to Renova in the correct and agreed manner.
- 7.4 If specific labelling or standards of products, components and similar are required, all materials shall conform to this.
- 7.5 The Supplier shall in all other respects comply with current legislation, standards, directives and regulations.

**8. Execution of the Commission**

- 8.1 If Renova places an order, the Supplier shall, on request, send an order confirmation that reproduces the contents of the order.
- 8.2 The Supplier shall execute the Commission in accordance with Renova’s orders and instructions, established specifications and other documents, and in the agreed location. However, the Supplier is responsible for the management, detailed planning and implementation of the Commission.
- 8.3 The Supplier is under an obligation when the Commission is ordered to report on the need for resources, such as financial means, facilities, materials, information, work or assistances as needed for the execution of the Commission. If more resources are required than initially agreed, this must be immediately conveyed to Renova and written approval obtained before any action is taken.
- 8.4 The parties shall mutually agree on a binding schedule and/or time for the start and completion of the Commission. Unless this has already been done, the Supplier shall draw up proposals for a schedule at Renova’s request. The schedule must be adjusted if the time is extended or the Commission changed in any way.
- 8.5 The Supplier shall use for this purpose competent and appropriate personnel. Before each order, at Renova’s request, the Supplier shall present a proposal for the execution of the Commission. In this respect, the Supplier shall propose named supervisors and key personnel, all of whom must understand and speak Swedish. If Renova has an objective reason for doing so, Renova is entitled to reject the proposal or proposed personnel. Named personnel may only be replaced after obtaining Renova’s written approval.
- 8.6 The Commission shall be performed in a professional and expert manner. The Commission shall in all other respects comply with good business and professional practice and be executed with the skill, competence and diligence to be expected of a reputable company in the industry. The Commission shall be performed with a service-oriented attitude and a friendly manner.
- 8.7 In the execution of the Commission, the Supplier shall cooperate with Renova’s personnel and any other parties involved. In the execution of the Commission, the Supplier shall take into consideration all daily activities at Renova and ensure that any disruption is kept to a minimum.
- 8.8 The Supplier shall continuously and at the times determined by Renova provide detailed reports on the results that emerge. Reporting shall be in accordance with Renova’s instructions.
- 8.9 The Commission shall be considered to have been completed when the final results are reported and submitted, and in such form, as agreed between the parties, and the results have been approved by Renova.

**9. Cancellation**

- 9.1 Renova is entitled to cancel non-executed parts of the Commission. For such cancellation, Renova shall pay reasonable compensation to the Supplier for work completed and for recoverable costs.

**10. Guarantee**

- 10.1 Unless otherwise agreed by the parties, the Supplier shall provide a minimum of a one-year guarantee on the results of the executed Commission. The warranty period shall start on the day the Commission is completed. If the Commission consists of several interim stages, the warranty period shall run from the date when the last stage is completed.

**11. Information and communication**

- 11.1 Each party shall continuously inform the other party of any matter that is relevant to the parties’ obligations.

- 11.2 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 authorised to give information about the Supplier or the Commission.
- 11.3 The Supplier shall comply with Renova's internal rules for information management.
- 11.4 All communication concerning application of the Agreement shall take place between authorised contact persons.
- 11.5 The Supplier shall actively promote the transfer of knowledge to Renova and ensure that submitted proposals for priorities and actions take account of Renova's interests in terms of safety, efficiency and economic optimisation. The Supplier shall safeguard Renova's interests during the period of the agreement.
- 11.6 The Supplier shall take care of Renova's interests during the period of the Agreement and actively work to achieve improvements, quality increases, cost optimisation and greater efficiency. Cost savings shall lead to reduced prices.
- 11.7 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 execute the Commission.
- 11.8 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.
- 11.9 In these Conditions, the term "written communication" refers to letters, faxes, e-mail and signed documents.
- 12. Confidentiality, etc.**
- 12.1 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.
- 12.2 When the Commission has been completed, 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.
- 12.3 The Supplier undertakes to ensure that employees, consultants and non-executive directors of the Supplier do not pass on confidential information to outsiders.
- 12.4 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.
- 12.5 In case of breach of the provisions under item 12, 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.
- 13. Intellectual property rights, etc.**
- 13.1 By virtue of this agreement, Renova shall receive title to all material and results obtained through execution of the Commission (hereinafter collectively called the "Results"). All copyright and any patent or other intellectual property rights pertaining to the Results constitute Renova's property.
- 13.2 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.
- 13.3 The Supplier is not entitled to use the results in their continued operations.
- 13.4 The right to know-how, articles, brochures, memos, drawings, suggestions for names and other intellectual work results unprotected by intellectual property laws that are generated within the framework of the Agreement shall accrue to Renova and be handed over to Renova.
- 13.5 With regard to a hired subcontractor, the Supplier shall exercise this binding clause concerning Renova's property and intellectual rights.
- 13.6 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.
- 14. Verification**
- 14.1 The Supplier's charges shall be validated by internal auditing. Documentation and verifications shall be produced on request.
- 14.2 Renova is entitled to engage an independent auditor or inspector to verify all matters in connection with the execution of the Commission, 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.
- 15. Security**
- 15.1 The Supplier shall ensure that the Commission is executed in accordance with statutory provisions, public authority decisions, operational provisions and industry regulations aimed at ensuring operations are reliable in terms of safety.
- 15.2 As an integral part of the Commission and throughout its execution, the Supplier shall take over the responsibility incumbent upon Renova in accordance with the Work Environment Act to coordinate measures to protect against work-related illnesses and accidents in the shared work place within the work area. In the usual place of operation, this will remain the coordinating responsibility of Renova.
- 15.3 Before the Commission commences, the Supplier shall have studied Renova's local safety regulations and shall comply with them. This also applies to any subcontractors. The Supplier's personnel shall comply with the instructions and directions provided by Renova's supervisors.
- 15.4 Renova shall be given the opportunity during, at most, one working day (8 hours) per person, per year, to inform the Supplier's personnel of the rules applicable within Renova's facilities.
- 15.5 It is the Supplier's responsibility to procure and pay for the prescribed safety equipment and devices. The Supplier shall also participate in appropriate meetings and safety inspections at his/her own expense.
- 16. Remuneration**
- 16.1 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.
- 16.2 If the Commission is executed on an on-going basis, the Supplier is entitled to receive payment once a month for executed, reported and approved work. If the Commission is executed at a fixed price, payment shall be made according to an agreed payment schedule. In the absence of an agreement, payment shall be made in full after the Commission has been completed.
- 17. Travel expenses, subsistence and waiting time**
- 17.1 Unless the parties have agreed otherwise, the Supplier is not entitled to special reimbursement for subsistence, travel expenses, accommodation or waiting time in connection with transport.
- 18. Payment and invoicing**
- 18.1 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](#)
- 18.2 Invoicing fees will not be accepted.
- 18.3 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.
- 19. Statistics**
- 19.1 At Renova's request, the Supplier shall hand over statistics for commissions executed over the past three years with details of commissions, operations, personnel categories, hours, times, prices, etc.
- 20. Personal Data Protection Act**
- 20.1 The parties shall follow current personal data legislation. For example, the contractual relationship, employment contract and assignment contract are used as legal grounds for processing personal data.
- 21. Error or omission**
- 21.1 The Commission shall be considered to have been poorly executed if the results deviate from what Renova could have reasonably assumed based on the criteria and what was agreed from what the Supplier has offered or marketed and based on what was generally agreed between the parties.
- 21.2 Renova is entitled to demand rectification of the short-coming or for the price to be reduced proportionate to the defect. Rectification shall be effected at no cost to Renova. If a request for rectification is made and the defect is not rectified within a reasonable period of time, Renova is entitled to allow someone else, at the Supplier's expense, to rectify the defect. If the defect is of significant importance to Renova, the latter is entitled to revoke the

- Agreement concerning that part of the delivery. Renova is entitled to revoke the Agreement concerning the remaining part if the Commission has been executed to a certain extent but there is good reason to believe that the Commission 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 that the Commission has been poorly executed, Renova shall notify the Supplier of this within a reasonable period of time of the defect being established.
- 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 commence, proceed with or complete a fault-free Commission 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 commissions of a similar type and scope.
- 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 parts of the Commission have been delivered 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 cancel the Commission with regard to the delayed part of the delivery if the delay is significant. A delay shall always be deemed significant if Renova is entitled to full compensation in accordance with 22.2 and the Commission has still not been completed. Renova is entitled to revoke the Agreement concerning the remaining part if the Commission has been completed to a certain extent but there is good reason to believe that the Commission will not be fulfilled without significant delay, even in the remaining part.
- 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 Commission has been completed, 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 completion of the Commission.
- 22.7 The Supplier is entitled to compensation for additional costs shown to have been incurred as a result of delay caused by Renova.
- 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 and responsibility for goods**
- 24.1 If Goods are included in the service, terms specifically decreed concerning product liability in Renova's general conditions for the purchase of goods shall be applicable.
- 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 market workers, 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 Commission when required and the Supplier frequently rejects Commissions, 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 reject Commissions. 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 jurisdiction**
- 28.1 Any disputes regarding the Agreement, its origin, implementation and thereto associated rights and obligations shall be negotiated promptly and on good faith in order to reach a settlement.
- 28.2 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.