Appendix

Special Conditions for Hardware

Datacenter 2019

23.3-5432-19

Contents

1 Applicability

1.1 The present Special Conditions supplement the General Conditions for Datacenter 2019 to the extent that the Contract Object includes Hardware in full or in part. These Special Conditions shall apply to Hardware provided under the Contract.

1.2 If Hardware are provided along with proprietary software and/or Open Source Software and/or Private Cloud Computing Services and/or Public Cloud Computing Services, the present Special Conditions shall apply to Hardware; the Special Conditions for proprietary software shall apply to proprietary software; the Special Conditions for Open Source Software shall apply to Open Source Software; the Special Conditions for Private Cloud Computing Services shall apply to Private Cloud Computing Services and the Special Conditions for Public Cloud Computing Services shall apply to Public Cloud Computing Services.

1.3 The present Special Conditions shall also apply if only Support Services and/or Repair shall be provided with regard to Hardware.

1.4 In the present Special Conditions it is specified how some clauses may be clarified in the Contract.

2 Special Notes on Contract Documents

2.1 The General Conditions and the present Special Conditions may be supplemented with the Standard Conditions, if applicable with derogations therefrom stipulated by the Contracting Authority and the Framework Agreement Contractor, on the condition that the Standard Conditions or stipulations relating to the derogation do not violate the General Conditions and the present Special Conditions.

3 Framework Agreement Contractor's General Obligations

3.1   In addition to the provisions set out in clause 4.2 of the General Conditions, the provision of Hardware shall also comply with the Framework Agreement Contractor's or its Brand owners' own specifications and product descriptions for the Hardware as set out in the documentation provided upon execution of the Contract, or for the provision of the Hardware, the documentation published on the Framework Agreement Contractor's or its Brand owner's website.

4 Delivery and Special Obligations

4.1   The Framework Agreement Contractor shall be liable for any and all risks and costs associated with the shipment until the Framework Agreement Contractor has had the Delivery received by the Contracting Authority at the location specified in the Contract. The received Delivery shall be receipted in writing by the Contracting Authority.

4.2   The Contracting Authority and the Framework Agreement Contractor may separately stipulate that the Delivery shall undergo acceptance testing as set out in chapter 6 (Delivery) of the General Conditions.

4.3   Unless otherwise stipulated by the Contracting Authority and the Framework Agreement Contractor, the Hardware shall be delivered with any and all necessary user documentation. Documentation shall be written in Swedish or English.

4.4   Unless otherwise stipulated by the Contracting Authority and the Framework Agreement Contractor, the packaging related to the Hardware is owned by the Framework Agreement Contractor and the Framework Agreement Contractor shall be responsible for the unpacking of Hardware, including disposal and recycling of the packaging.

4.5 The Contracting Authority may return Hardware if Errors are identified upon Delivery or at the first attempt to use the Hardware, in which case Hardware shall be considered to be dead on arrival (DOA). Unless otherwise stipulated by and between the Contracting Authority and the Framework Agreement Contractor, any notification that the delivered Hardware is dead on arrival shall be provided no later than ten Business days after the Delivery has taken place. For notifications that any delivered Hardware is dead on arrival, the Framework Agreement Contractor shall remedy the defect as prescribed for Remediation of Errors in chapter 5, by which the contractual Delivery of Hardware shall not be considered to have been effected until the Framework Agreement Contractor has remedied the defect in question. Defects that are immaterial to the Hardware's intended use and which do not entail any inconvenience according to the Contracting Authority shall not result in the Hardware's being considered dead on arrival.

4.6 The Contracting Authority and the Framework Agreement Contractor may stipulate separately that the Framework Agreement Contractor shall notify the Contracting Authority within a certain period that Hardware specified in the Contract will be retired from the Brand owner's product line.

5 Special Notes on Liability for Errors, Delays and Other Contractual Non-Performance

5.1 The Framework Agreement Contractor's liability for Errors, delays, and other contractual non-performance is specified in the General Conditions with the following special provisions.

5.2 The Framework Agreement Contractor shall be liable for Errors under chapter 8 (Liability for Errors) of the General Conditions.

5.3 The Framework Agreement Contractor's liability for Errors shall, if relevant, also cover proprietary software and/or Open Source Software and/or Private Cloud Computing Services and/or Public Cloud Computing Services included in the Contract Object along with the Hardware. In such case, the Framework Agreement Contractor agrees and undertakes that it shall bear comprehensive liability for the Contract Object's functionality, including any integration between all the constituent parts. However, in a special scheme for any Errors in proprietary software or Open Source Software or Private Cloud Computing Services or Public Cloud Computing

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Services, the Framework Agreement Contractor shall also be liable as indicated in the Special Conditions for proprietary software and the Special Conditions for Open Source Software and the Special Conditions for Private Cloud Computing Services and the Special Conditions for Public Cloud Computing Services, respectively.

5.4   Unless otherwise stipulated by the Contracting Authority and the Framework Agreement Contractor in the Contract, a Service Level Agreement with a warranty period of three years for Hardware shall apply, measured from Effective Date of Delivery. The Service Level Agreement includes that the Framework Agreement Contractor shall conduct Repair on-site at the Contracting Authority, or if the Contracting Authority so accepts, remotely. Functionality included in the Contract shall be remedied no later than five Business days after the Error is reported by the Contracting Authority. The Service Level Agreement shall include all costs related to Repair, i.e. labour costs, travel expenses and spare parts, unless Error is caused by changes, interventions or neglect performed by the Contracting Authority specified in clause 8.7 in the General Conditions, when the Contracting Authority shall be liable for any equitable, documented, and direct additional costs related to the Repair.

5.5   Unless otherwise stipulated by the Contracting Authority and the Framework Agreement Contractor in the Contract, for non-performance of the Service Level Agreement, the Framework Agreement Contractor shall be subject to penalties in an amount corresponding to 2 % of the Penalty-Qualifying Amount per commenced Business day that exceeds the maximum stipulated time limit to remedy Error, with a maximum penalty of 50 % of the Penalty-Qualifying Amount. Moreover, the Contracting Authority shall be entitled to terminate under the circumstances specified in clause 7.2 of the General Conditions; if the Contracting Authority suffers damage as a result of non-performance, the Contracting Authority shall be entitled to damages subject to the limitations on liability set out in the Contract and in the settlement of paid penalties. If the maximum penalty is reached, the Contracting Authority shall be entitled to terminate the Contract in writing, at its discretion in full or the part of the Contract that pertains to the Service Level Agreement.

5.6   After Repair is finished, Hardware is covered by the initial Service Level Agreement.

5.7   Errors are remedied by Repair of Hardware or by changing Hardware with Error to identical Hardware. If the Contracting Authority so accepts in writing, Hardware with Error may be remedied by exchanging Hardware to similar Hardware.

5.8   The Contracting Authority has the right, when Hardware is substituted, to keep physical storage medium in the form of hard disk drive or similar. Any cost related to this shall be stated in the Contract.

5.9   Unless otherwise stipulated by the Contracting Authority and the Framework Agreement Contractor in the Contract, the Framework Agreement Contractor shall ensure that spare parts for Hardware included in the Contract will be available for at least three years from Effective Date of Delivery.