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| Swedish_medtech_logo50%LfMTs logga  02..2018 LABU12 MAINTENANCE CONTRACT medical device  General Terms and Conditions for Maintenance Contract LABU12 were jointly formulated in 2012 by representatives of the regions and county councils via LfMT and the contractors via Swedish Medtech. | | | **MAINTENANCE CONTRACT**  **Medical device**  **LABU12** |  | |
| **Contract No.** |  | | |
| **Client** |  | | |
| **Contractor** |  | | |
| **Equipment** |  | | |

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| **1** | **Scope of Equipment** |  |

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|  | In accordance with description below or as per Appendix No. | | | | | | |  |  | | | |
|  | Quantity | | Name/Type | | Serial No. (equiv.) | | Location | | | | Site where maintenance is to be carried out (if other than location) | |
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| **2a** | **Scope of maintenance work** |  |

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|  | In accordance with description below or as per Appendix No. |  |  |
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|  |  |  | Price | | Variable price | | Travel time, travel and subsistence expenses | | | Spare parts and materials | |
|  |  |  | Fixed price, SEK/year or SEK/hour | | Daily rate as per General T&C 7;7.2 | | (incl. or excl.) | | | (incl. or excl.) | |
|  |  | Preventive maintenance |  |  |  |  | |  |  |  |  | |
|  |  | Corrective maintenance |  |  |  |  | |  |  |  |  | |
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|  | Following updates, upgrades or action affecting, or potentially affecting, a system or functional chain, the Contractor must verify that the functions of the Equipment, system or functional chain have been checked and documented. |

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| **2b** | | **Scope of maintenance work -availability requirements** | | | | | | |  |
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|  | In the event that the Agreement includes requirements concerning availability, criteria for “acceptable unavailability” should be selected from the matrix below (1A – 3C).       apply to this agreement. | | | | | | | | | |
|  | | Description | Operating time | **A** | **B** | **C** |
|  | |  | Tot. hours/year | High | Medium | Low |
| **1** | | 24 hours/day, 365 days/year | 8,760 | DT=10 hours  (99.9%) | DT= 96 hours  DT=4 days  (98.9%) | DT=264 hours  DT=11 days  (97%) |
| **2** | | Daytime, extended 7-21, Mon-Fri  (14 hours/day, 250 days/year) | 3,500 | DT=10 hours  (99.7%) | DT=84 hours  DT=6 weekdays  (97.6 %) | DT=140 hours  DT=10 weekdays  (96%) |
| **3** | | Daytime 8-17, Mon-Fri  (9 hours/day, 250 days/year) | 2,250 | DT=72 hours  DT=8 weekdays  (96.8%) | DT=99 hours  DT=11 weekdays  (95.6%) | DT=126 hours  DT=14 weekdays  (94.4%) |

*DT = downtime and refers to maximum acceptable unavailability/year. Scheduled time for preventive maintenance is not*

*a basis for calculating downtime.*

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| **3** | **Performing maintenance** |  |

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|  | The Contractor should notify the Client’s Contact person of preventive maintenance visits no later than       days in advance. |
|  | The Client should provide labour in accordance with General Terms and Conditions, Section 4.5. |

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| **4** | **Documentation** |  |

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|  | Documentation for maintenance performed under contract should be consistent with the format and scope under General Terms and Conditions, Sections 5.3 - 5.5, and what has been agreed between the parties. |

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| **5** | **Price adjustments** |  |

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|  |  | The Contractor shall notify the Client of price adjustments in respect of the next contract period or part thereof no later than three months before the end of the contract period. For index-linked price adjustment, see Appendix No.      . |
|  |  | Fixed price for the contract period |

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| **6** | **Payment** |  |

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|  | Invoicing shall take place | in advance |  | retrospectively | after work has been performed |

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|  | Invoicing for fixed price contracts shall take place | monthly | every two months | quarterly | every four months | every six months | annually |

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| **7** | **Guarantee** |  |

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|  | Guarantee for work performed shall also cover travel time and travel and subsistence expenses. |

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| **8** | **Validity** |  |

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|  | | The Contract is valid from | | |  | until |  |  |
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|  |  | | The Contract will be valid for the above Contract term, whereafter it will end without notice being required other than if the Client exercises an option to extend the Contract for a period of one (1) year at a time. An extension should be requested in writing no later than two (2) months before the start of each extension period. An extension under this Section can be  agreed [     ] (#) time(s). | | | | | | |
|  |  | | In the case of technical reasons pursuant to Chapter 6, Article 14, paragraph 2 of the Public Procurement Act (2016:1145), the above contract period shall be automatically extended by one year at a time unless it is terminated by written notice no later than two months before the end of the contract period. | | | | | | |
|  |  | | In the case of exclusive rights pursuant to Chapter 6, Article 14, paragraph 3 of the Public Procurement Act (2016:1145), the above contract period shall be automatically extended by one year at a time unless it is terminated by written notice no later than two months before the end of the contract period. | | | | | | |
|  | | If circumstances arise during the contract period that change the Client’s needs with regard to Equipment function or availability, the parties shall have the right to request in writing a renegotiation during the current contract period. A new agreement will take legal force       months after the date of the written request for renegotiation unless otherwise agreed between the parties. In the event that the Parties are not able to reach agreement in the renegotiations, either party shall have the right to terminate the Contract by giving three (3) months’ notice. During the notice period any agreed compensation shall remain unchanged. Notice of such termination shall be made in writing. | | | | | | | |

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| **9** | **Special terms and conditions** |  |

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|  | Measuring instruments used to perform maintenance shall be calibrated and traceable in maintenance records. |

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| **10** | **Contract documents** |  |

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|  |  | General Terms and Conditions | Appendix No. 1 | | |
|  |  | Client’s contact details/contact persons | Appendix No. 2 | | |
|  |  | Contractor’s contact details/contact persons | Appendix No. 3 | | |
|  |  | List of equipment | Appendix No. |  |  |
|  |  | Scope of maintenance work | Appendix No. |  |  |
|  |  | Template – maintenance protocol | Appendix No. |  |  |
|  |  | Price list, pricing | Appendix No. |  |  |
|  |  | Price adjustments, indexation | Appendix No. |  |  |
|  |  | Cost adjustments, etc. | Appendix No. |  |  |
|  |  | Updates and upgrades | Appendix No. |  |  |
|  |  | Virus protection, information security | Appendix No. |  |  |
|  |  | Remote service | Appendix No. |  |  |
|  |  | Service codes, etc. | Appendix No. |  |  |
|  |  |  | Appendix No. |  |  |
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| **11** | **Amendments and additions** |  |

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|  | Amendments and additions to this agreement shall only apply insofar as they have been agreed in writing. |

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| **This agreement has been drawn up in two identical copies and exchanged** |

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| Printed name | | | | |  | | Printed name | | | | | |  |
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| Client’s signature | | | | |  | | Contractor’s signature | | | | | |  |
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| Printed name | | | | |  | | Printed name | | | | | |  |
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| Client |  | | | |  | | Contractor | |  | | | |  |
| Address |  | | | |  | | Address | |  | | | |  |
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