

Agreement – Moving light, profile, tungsten, scroller

1. Parties

Between Kungliga Operan AB, Box 160 94, SE-103 22 Stockholm, SWEDEN
("the Opera" or "the Customer")

And [Supplier's company name], [Supplier's address], ("the Supplier").

2. Contract documents

This agreement consists of following documents:

1. Written changes and/or amendments to this contact
2. This agreement ("the Agreement")
3. Request for tender, 3 June 2014, including appendices as well as clarifications and amendments, if any ("RFT")
4. Supplier's tender, [XX] June 2014 ("the Tender")

In the event of any conflict between the two documents, a document listed higher above shall take precedence over a document listed lower.

3. Contact persons

For the Supplier:

Name: [Name]

Phone: [Phone]

E-mail: [E-mail]

For the Opera:

Name: Patrik Becker

Phone: 076-339 10 67

E-mail: patrik.becker@operan.se

Changes must be informed in writing.

4. Scope of supply

The Customer has engaged the Supplier to supply the 4 moving lights, profile, tungsten, scroller, as described in RFT, and the Supplier has agreed to supply the fixtures for the Customer ("the Supply").

The supply shall be delivered duty paid, DDP Stockholm Sweden, according to Incoterms 2010, no later than 20 August 2014. The exact delivery address will be informed later.

5. Liquidated damages

If the goods are not delivered in the agreed time, the Customer is entitled to liquidated damages. Liquidated damages shall be payable for each seven-day period that commences during the period that the delay lasts at a rate of two (2) % of the value of that part of the goods that, as a consequence of the delay, could not be put to its intended use. However, the liquidated damages shall in total not exceed ten (10) % of the said value.

6. Price and payment

The price for the Supply is [XX] SEK. The agreed price is fixed. The agreed price does not include value added tax.

100 % of the price may be invoiced after the accepted delivery.

The Opera may withhold any payment corresponding to the disputed amount in the event of a dispute regarding an invoice. The Supplier may not suspend the performance of any obligations under the Agreement on the grounds of the Opera's late payment where the Opera disputes an invoice of the Supplier.

The price must include all of the costs for the supply and functionalities to which the tenderer has responded YES in the requirement specifications. Additional costs other than those stated in the RFT, must not be included.

The invoiced amount shall fall due for payment 30 days after receipt of a correct invoice. The Supplier shall be entitled to compensation for late payment in accordance with the Swedish Interest Act (1975:635).

The invoice address is:

Kungliga Operan AB
FE 551, Kund-id PKM4011, Ref. PBR553
105 69 Stockholm, SWEDEN

7. Transferring the Agreement

No party has the right to assign this Agreement wholly or partially to a third party without a prior written consent of the other two parties.

8. Subcontractors

The Supplier shall always be responsible for the performance of all of the obligations under the Agreement performed by a subcontractor and shall have primary liability for any acts or omissions of its subcontractors.

9. Termination

In addition to that which is explicitly stated in the Agreement, the Opera may terminate the Agreement in writing with immediate effect where the Supplier:

- a) commits a material breach of the provisions of the Agreement, which is not remedied within ten (10) days from written notice thereof;
- b) commits a material breach of the provisions of the Agreement which cannot be cured;
- c) is declared bankrupt, is subject to involuntary company reorganisation, appoints a receiver or trustee in respect of its ongoing operations and affairs, makes an assignment for the benefit of creditors, or is otherwise adjudicated to be insolvent; or
- d) has provided false information in the tender or otherwise in connection with the procurement, and this information has been of not inconsiderable importance in the award decision.

If the Agreement is completely or partially revoked, the Opera is entitled, in addition to liquidated damages, to compensation for damage. The damages shall be reduced by the amount of the liquidated damages that have accrued in relation to the period up to the revocation. The damages do not cover compensation for indirect losses unless the Supplier has committed gross negligence. The damages for a delay in delivery may amount to a maximum of 20% of the price for that part to which the revocation relates.

10. Other terms and conditions

According to General terms for supply of goods (without erection) to the public sector (“ALOS 05”).

11. Compliance with law

The Supplier and its Subcontractor(s) shall comply with all relevant legislation, regulations and other governmental requirements.

12. Governing law and disputes

Disputes between the Customer and the Supplier shall be determined by a Swedish court administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC”) applying Swedish law.

Executed by the parties as an agreement.

Kungliga Operan AB
Stockholm, [date]

[the Supplier]
[Place and date]

Birgitta Svendén
Managing Director

[Name]
[Title]

Kurt Blomquist
Technical Director

