



GENERAL PURCHASING CONDITIONS OF NNZ B.V.

Contents

A. GENERAL

1. Definitions
2. Scope of application
3. Applications, offers, quotation and formation of the Contract
4. Prices, cost-raising factors and contractual variations
5. Invoicing and payment
6. Delivery, delivery term, transfer of ownership and risk
7. Packaging and transport
8. Inspection and complaints
9. Guarantee, quality and capacity
10. Culpable non-compliance of the Other Party
11. Force majeure
12. Liability, indemnification and insurance
13. Intellectual and industrial property rights
14. Confidentiality
15. Penalty
16. Transfer, prohibition on assignment and pledge
17. Personal data
18. Notice of termination, suspension and dissolution
19. Amfori BSCI Code of Conduct
20. Applicable law and competent court

B. CONTRACTING AND SUBCONTRACTING OF WORK

21. Scope of application
22. Formation of the Contract and representation of the Parties
23. Obligations of the Other Party
24. Non-competition clause
25. Work times
26. Legislation, working conditions, tax and social insurance contributions
27. Liability and indemnification
28. Invoices and final settlement
29. Insurance
30. Completion and maintenance period

A. GENERAL

1. Definitions

Definition of terms used in these Purchasing Conditions:

Activity/Activities: all purchases by NNZ, as well as all services, contracting or subcontracting of work, however named or indicated, carried out by an Other Party on the instructions of NNZ.

NNZ: NNZ B.V.

Goods: the productions, articles, goods, merchandise and products of production processes that NNZ purchases from the Other Party.

Purchasing conditions: these General Purchasing Conditions of NNZ

Contract: the agreement on Activities between NNZ and an Other Party.

Party/Parties: NNZ and/or the Other Party.

Other Party: any natural person or legal entity with which NNZ enters into an Agreement.

Work or Works: the performance of the agreed work (contracting of work).

2. Scope of application

- 2.1. These Purchase Conditions apply exclusively to all requests, quotations, offers, orders, order confirmations and Agreements concerning Activities for NNZ. The Other Party contracted under these Purchasing Conditions agrees to their applicability to future and/or subsequent contracts with NNZ.
- 2.2. The general terms and conditions, including terms and conditions of delivery and other stipulations contrary to NNZ's Purchasing Conditions are expressly rejected unless they have been expressly accepted in writing by NNZ.
- 2.3. If any provision or part of a provision of these Purchasing Conditions becomes fully or partially non-binding for any reason, this will not affect the binding nature of the remaining provisions of the Purchasing Conditions or the remaining part of the provision in question.
- 2.4. NNZ reserves the right to unilaterally amend these Purchasing Conditions, for reasons including legislative amendments.

3. Applications, offers, quotation and formation of the Contract

- 3.1. All applications made by NNZ for a quotation/offer are subject to contract. All costs related to formulating/issuing a quotation are borne by the Other Party. The quotation shall include all costs, including but not limited to the costs of auxiliary equipment, tools, payable taxes, social insurance contributions, travelling expenses, transport costs and insurance.
- 3.2. A quotation/offer by the Other Party is irrevocable, unless otherwise agreed.

3.3. Contracts (and amendments and additions to them) shall be formed by way of a written or electronic confirmation (purchase order) of the quotation/offer sent by NNZ to the Other Party. Additions/changes made by NNZ to the quotation/offer are deemed to have been accepted by the Other Party if the Other Party has not rejected them in writing within two working days.

3.4. Unless otherwise agreed in the Contract, NNZ has the right to cancel the contract in writing or electronically, without giving reasons and without being thus liable to the Other Party for compensation for damages, for a maximum period of three (3) days following the formation of the Contract.

4. Prices, cost-raising factors and contractual variations

4.1. All prices (given in the Other Party's offer/quotation and the Contract) are fixed prices, are binding, do not include VAT, include all costs related to the Other Party's compliance with its obligations, including excise duties, import duties and taxes and are not indexed.

4.2. Cost-raising factors (including price rises) are and remain at all times at the expense of the Other Party, even after the Contract has been concluded, regardless of the period that has expired between the date of concluding the Contract and its performance.

4.3. NNZ is entitled to require changes to the Activity(ies) or a part thereof, even if this will involve more or less work. Price rises caused by additional work related to the (related) deliverable goods or services may only be charged by Other Party if NNZ has approved the performance of this additional work and the price rise in writing beforehand.

4.4. If - on the request or with the consent of NNZ - the Contract is not fully executed or is executed less expensively than originally agreed between the Parties, the original price will be reduced accordingly.

5. Invoicing and payment

5.1. Unless otherwise agreed in the Agreement, payment of the invoice shall take place within 60 days of receipt thereof, provided that the Other Party has fulfilled all its obligations. If payment is made within 30 days of receipt of the invoice, NNZ is entitled to a 2% discount.

5.2. In the event of an agreed payment term being exceeded, NNZ will not be held in default with payment of the invoice until the Other Party has granted NNZ a reasonable payment period in which to make payment in writing. NNZ's exceeding of any payment term or its non-payment of any invoice does not entitle the Other Party to suspend its obligations under the Contract, to dissolve the Contract or to claim compensation for damages.

5.3. NNZ is at all times authorised to require the Other Party to furnish sufficient security for its compliance with its obligations under the Contract in cases to be stipulated. The costs of the furnishing of security shall be borne by the Other Party.

5.4. Payment by NNZ of any amount does not in any way constitute any relinquishment of its rights.

5.5. If the Other Party fails to meet any obligation under the Contract and/or these Purchasing conditions, all of NNZ's claims on the Other Party will become immediately due and payable, without any further notice of default being required, and NNZ will be authorised to suspend its continued compliance with all other Contracts with the Other Party.

5.6. NNZ reserves the right at all times to set off claims of the Other Party on NNZ against claims of NNZ (of any nature) on the Other Party.

5.7. Without the express prior consent of NNZ, the Other Party is not permitted to suspend any of its obligations to NNZ under the Contract or these Purchasing Conditions, to set them off and/or to compensate them with a claim of the Other Party on NNZ of any nature whatsoever. The Other Party cannot invoke a right of retention in respect of NNZ.

5.8. Even if the purchase price has not yet been paid in full by NNZ, NNZ has the right to process, put into use or deliver the delivered goods to third parties.

6. Delivery, delivery term, transfer of ownership and risk

6.1. Delivery will take place carriage paid by the Other Party's provision of power to NNZ at the agreed place and time in accordance with the applicable Incoterm Delivered Duty Paid (DDP), unless otherwise agreed in the Agreement.

6.2. Unless explicitly otherwise agreed, deliveries by or for the Other Party will take place during NNZ's regular opening hours (working days from 8:00 AM to 11:30 AM and from 12:30 to 16:00).

6.3. The agreed times of delivery and performance are firm deadlines. The Other Party shall be in default by operation of law if these terms are exceeded. The Other Party is obliged, as soon as he is aware or should be aware that the performance of the Contract will not take place or take place on time or in full, to report this to NNZ without delay.

6.4. An alteration/addition to the Agreement does not lead to a change in the delivery period, unless agreed otherwise.

6.5. If the delivery and/or execution deadlines are exceeded, NNZ is entitled to compensation, suspension and/or dissolution.

6.6. The Other Party is obliged to provide the Goods to be delivered with a packing slip stating: the description of the Goods, the number or quantity, the order and order number of NNZ, as well as any other references and deliveries yet to be made. The packing slip must be presented directly on delivery by the Other Party for signature by or on behalf of NNZ.

6.7. NNZ has the right to refuse a delivery that fails to meet the requirements of this Article without being obliged to pay any compensation for damages and/or costs in that regard. The signing of the packing slip serves only to confirm receipt of the Goods, does not imply that they have been inspected or approved and does not absolve the Other Party from any of its guarantee or maintenance obligations or its liability.

- 6.8. Notwithstanding any claims to rights of retention or the right of to claim back unpaid goods, the ownership of the Goods being delivered to NNZ will transfer to NNZ at the time of delivery. If and as soon as NNZ makes a request to this effect, the ownership of the goods will be transferred sooner by means of a bilateral statement to that effect, in which case the Other Party will recognisably identify the Goods and/or the materials and parts intended for them as being the property of NNZ and will indemnify NNZ against loss, damage and the exercising of rights by third parties. The Other Party guarantees the transfer of full and unencumbered ownership.
- 6.9. The risk of the Goods delivered to NNZ will transfer to NNZ if NNZ acquires the de facto control of them, provided that the Goods have been inspected and approved by NNZ and found to fulfil the Contract.
- 6.10. If NNZ declines to approve the deliverables, rejects them on inspection or invokes the right to dissolve the Contract or to have the deliverables replaced or repaired, the deliverables will remain at the Other Party's expense and risk.
- 7. Packaging and transport**
- 7.1. The Other Party is obliged to package the Goods as economically, securely and carefully as possible and to ensure that the deliverable goods are manageable during transport and unloading.
- 7.2. The Other Party is responsible for ensuring that it and the transport companies that it contracts comply with national and international regulations and laws governing transport, packaging and safety.
- 7.3. The Other Party is liable for the damage or loss of Goods caused during loading, transport or unloading, as well as damage caused by unsound and/or insufficient packaging. The Other Party must be sufficiently insured against risks during transport.
- 8. Inspection and complaints**
- 8.1. NNZ reserves the right at all times to inspect and test the ordered or delivered Goods and/or the Activities during their performance. NNZ is explicitly not obliged to inspect and/or test the Goods (immediately) after delivery. The Other Party declares that it is aware of and agrees that the Goods, at NNZ's discretion, can only be stored by NNZ for a few months/years before NNZ will use/apply the Goods and that only then can and will an inspection and/or test take place.
- 8.2. All (internal and external) costs of the inspection and/or testing referred to in paragraph 1 will be borne by the Other Party if the Goods and/or the Activities performed are rejected. Inspections or tests do not absolve the Other Party from any guarantee or liability under these Purchasing Conditions, the Contract or the law.
- 8.3. NNZ has the right to reject the Goods or Activities delivered by the Other Party to NNZ if they fail to meet the requirements laid down in the order and/or specification. Taking receipt of Goods and/or Activities and/or payment for them does not imply their acceptance. In the event of the Goods and/or Activities being rejected on or following delivery, their ownership and risk will be deemed to have remained with the Other Party and will in that case never have been transferred to NNZ.
- 8.4. If NNZ rejects the Goods delivered and/or the Activity delivered, the Other Party is obliged within a period to be determined by NNZ:
- to have the Goods repaired free of charge, or, to be decided at NNZ's discretion;
 - to have the Goods and/or Activities replaced in accordance with the provisions of the Contract;
- the above being without prejudice to NNZ's other rights under these Purchasing Conditions and the law.
- 8.5. If the Other Party fails to meet its obligations as provided for in the previous paragraph to the complete satisfaction of NNZ, NNZ shall have the right to carry out the work itself or through a third party at the Other Party's expense. NNZ reserves the right to set off the costs incurred and/or the losses suffered against amounts owed to the Other Party or to charge separately for them.
- 9. Guarantee, quality and capacity**
- 9.1. The Other Party guarantees that the deliverable Goods or Activities will at all times fulfil the provisions of the Contract, the applicable statutory and other regulations and NEN standards and will be of good and consistent quality, and free of faults in construction, materials, manufacturing composition and content. The Other Party further guarantees that the deliverable Goods and/or Activities are entirely suitable for their intended purpose and can be used and, where applicable, processed as such.
- 9.2. If the Goods and/or Activities, irrespective of any inspection and/or testing as referred to in the previous article, do not appear to comply with the provisions of paragraph 1 of this article, the Other Party is obliged at its own expense and risk and within a period to be determined by NNZ:
- to have the Goods repaired free of charge, or, to be decided at NNZ's discretion;
 - to have the Goods and/or Activities replaced in accordance with the provisions of the Contract;
- the above being without prejudice to NNZ's other rights under these Purchasing Conditions and the law.
- 9.3. If the Other Party fails to meet its obligations as provided for in the previous paragraph to the complete satisfaction of NNZ, NNZ shall have the right to carry out the work itself or through a third party at the Other Party's expense. NNZ reserves the right to set off the costs incurred and/or the losses suffered against amounts owed to the Other Party or to charge separately for them.
- 9.4. If reference is made in the Contract to technical, safety, quality or other regulations, conditions and documents that are not attached to the Contract, the Other Party will be deemed to be familiar with them, unless the Other Party informs NNZ without delay that it is not in possession of them. In that case NNZ will provide the Other Party further information about these regulations, conditions and documents.
- 9.5. The Other Party is obliged to inform NNZ of inaccuracies, imperfections and inconsistencies in the drawings and calculations provided by NNZ, as well as in constructions and methods prescribed by NNZ, that professional Other Party could reasonably be expected to be aware of. The Other Party is also obliged to seek clarification from NNZ regarding all uncertainties, imperfections and inconsistencies that it establishes in these documents, constructions and methods before proceeding with the performance or continued performance of the Contract.
- 9.6. The same guarantees as those provided for in this Article will be applicable to replaced, repaired or redone parts of Goods and/or Activity.
- 10. Culpable non-compliance of the Other Party**
- 10.1. In the event of a culpable breach on the part of the Other Party, the Other Party will be held in default without notice of default being required.
- 10.2. Without prejudice to the right to damages and NNZ's other statutory rights, in the event of a culpable breach of contract the Other Party will forfeit an immediately payable penalty of 1% of the total order amount per day from the date of default onwards, up to a maximum of 15% of the total order amount.
- 10.3. NNZ is authorised to set off the statutory commercial interest over amounts that it has paid in advance, as well as the penalty forfeited by the Other Party against invoices to be paid by NNZ.
- 11. Force majeure**
- 11.1. In the event of force majeure on the part of NNZ, NNZ will have the right to suspend compliance with its obligations under the Contract for the period of the force majeure and/or to dissolve the Contract in full or in part, without the Other Party thus being entitled to claim compensation for damages.
- 11.2. In the event of force majeure on the part of the Other Party, NNZ reserves the right to decide - at its own discretion - either to suspend compliance with its obligations under the Contract in full or in part for the duration of the force majeure situation or to dissolve the Contract in full or in part without the need for legal intervention, and without NNZ thus being obliged to pay any compensation for damages.
- 11.3. If the Other Party invokes force majeure it must inform NNZ of this without delay, but within 24 hours at the latest, of the circumstance giving rise to force majeure in writing, together with supporting documents by way of evidence of the force majeure situation.
- 11.4. Force majeure on the part of the Other Party does not include: sickness of/lack of personnel, strikes, non-conformities on the part of third parties engaged by the Other Party, the failure or unsuitability of auxiliary materials, liquidity or solvency problems of the Other Party.
- 12. Liability, indemnification and insurance**
- 12.1. The Other Party is liable for all direct and indirect losses suffered by NNZ or third parties as a result of a non-compliance with the Contract or the unlawful acts or omissions of the Other Party, its personnel or third parties it has engaged. The Other Party is further liable for losses caused by incorrect and/or incomplete information provided by or on behalf of the Other Party.
- 12.2. The Other Party indemnifies NNZ against all claims of third parties related to the acts or omissions of the Other Party and its personnel or third parties it has engaged, as well as those related to the Goods and/or Activities it has delivered or their use. The Other Party will indemnify NNZ where necessary.
- 12.3. The Other Party is obliged to take out at its own expense adequate liability insurance (at least including corporate and professional liability insurance). The insurance must at least provide cover at the location where the Activities are provided and during transportation of the Goods. The Other Party will present sufficient proof of the insurance and the payment of the premium on NNZ's first request to that effect.
- 12.4. The Other Party will adequately insure all items and Goods in its possession belonging to NNZ against all risks to which they are exposed, as long as they are under the care of the Other Party. The Other Party will also take out all legally mandatory insurance policies as prescribed by the applicable laws.
- 12.5. An insurance policy does not affect the Other Party's liability under the Contract or the law.
- 12.6. If the Other Party affixes any codes on packaging, including the E.A.N. code, the Other Party is fully liable with regard to the usability and the consequences of not being able to read or incorrectly read such a code by appropriate equipment.
- 12.7. NNZ's liability for losses suffered by the Other Party, its personnel or third parties it has engaged is excluded unless the loss was caused by gross negligence or intentional act or omission on the part of a member of NNZ's managerial staff. In that case the compensation will however be maximised to the part of the invoice amount involved in the part of the performance of the Contract to which the liability relates, or to a maximum of the invoice amount in question, or a maximum of the total order amount, or a maximum of the amount paid out by NNZ's insurer in the case in question. NNZ cannot under any circumstances be held liable for any trading losses and/or consequently losses suffered by the Other Party, its personnel and/or third parties it has engaged.
- 13. Intellectual and industrial property rights**
- 13.1. The Other Party guarantees that the Goods to be delivered and/or the Activities to be performed by it to NNZ will not infringe the intellectual property rights of third parties.
- 13.2. The Other Party indemnifies NNZ against claims arising from any infringement of the rights provided for in the previous paragraph and will compensate NNZ for all losses and costs resulting from them.
- 13.3. Documents, models, moulds, drawings, technical specifications and so on issued by NNZ to the Other Party or which the Other Party purchases and/or produces to perform the Contract shall be deemed to be the property of NNZ from the point at which these articles are delivered to or manufactured by the Other Party. If NNZ issues or is deemed to have issued these or other articles to the Other Party for the delivery, they will remain or become the property of NNZ. The Other Party is obliged to keep these articles, clearly marked as being the property of NNZ, and to issue NNZ with a declaration of ownership on request. The Other Party bears the risk of the aforementioned articles until NNZ has acquired de facto control of them. The Other Party is obliged to use these articles exclusively for the performance of the Contract with NNZ.
- 13.4. Goods developed by the Other Party for or in partnership with NNZ and/or produced through joining, mixing or otherwise are and/or will become the property of NNZ and may not be manufactured for or delivered to third parties without the prior written consent of NNZ.

- 13.5. NNZ is the holder of all intellectual property rights that arise through or as a result of the Other Party's performance of the Contract. To the extent necessary, the Other Party transfers the intellectual and industrial property rights to NNZ, now for then. The Other Party will cooperate at all times with putting this transfer into effect.
- 14. Confidentiality**
- 14.1. The Other Party is obliged to protect the confidentiality of all information that it receives, directly or indirectly, from or about NNZ in relation to the Contract. The duty of confidentiality will remain fully in effect following performance of the Contract.
- 14.2. If the Other Party is required to provide the information provided for in paragraph 1 to one or more third parties for the performance of the Contract, this may only be done with the prior written consent of NNZ and the Other Party will also impose on these third parties the duty of confidentiality as provided for in this Article.
- 14.3. The Other Party will owe NNZ an immediately payable penalty of 25% of the total order amount, with a minimum of € 25,000, if it violates its obligations under this article, which penalty may be claimed in addition to replacement and additional compensation pursuant to the law. NNZ reserves the right to set off this penalty and/or compensation against amounts owed to the Other Party.
- 15. Penalty**
- 15.1. If a penalty becomes payable by the Other Party, the penalty will be immediately due and payable without legal intervention, notice of default or demand for payment.
- 15.2. A penalty incurred by the Other Party will not affect any of the other rights and claims of NNZ, including but not limited to NNZ's demand for compliance and right to compensation for damages.
- 16. Transfer, prohibition on assignment and pledge**
- 16.1. NNZ reserves the right to transfer (in full or in part) its rights and obligations specified under the Contract with the Other Party.
- 16.2. The Other Party is not permitted to transfer its rights and obligations under the Contract in full or in part to third parties or to outsource them without the prior written consent of NNZ.
- 16.3. In urgent cases and if it can be reasonably assumed following consultation with the Other Party that the Other Party will not meet its obligations under the Contract, or meet them on time or in full, NNZ will be authorised to requirement the Other Party to outsource the performance of the Contract, in full or in part, at its own expense and risk, to one or more third parties designated by NNZ. The above will not absolve the Other Party of its obligations under the Contract. The additional costs of this outsourcing shall be borne by Other Party.
- 16.4. The Other Party is prohibited from assigning, pledging or otherwise transferring in ownership any of its claims against NNZ under the Contract without the prior written consent of NNZ.
- 17. Personal data**
- 17.1. In performing its obligations under the Contract, the Other Party will comply with all applicable laws and regulations with regard to the protection of personal data that relate to NNZ and/or that NNZ has provided to it. The Other Party will only process personal data relating to NNZ and/or that NNZ has provided to it on the instructions of and in accordance with the written instructions of NNZ and only to the extent necessary for the fulfilment of its obligations under the Contract. The Other Party specifies the personal data in a separate register: the subject matter and duration of the processing of personal data, the nature and purpose of the processing of personal data, the type of personal data, the categories of data subjects, any transfers to third countries, any sub-processors and the way in which the personal data have been secured.
- 17.2. The Other Party will take appropriate technical and organisational measures to protect the personal data relating to NNZ and/or that NNZ has provided it against unintentional or unlawful processing. These measures shall ensure an adequate level of protection, taking into account the state of the art and the costs of their adoption and implementation, as well as the risks associated with the processing and the nature of the data to be protected, in accordance with the applicable laws and regulations on the security and protection of personal data.
- 17.3. The Other Party guarantees that it will impose written confidentiality on the persons who work for the Other Party with the personal data relating to NNZ and/or that NNZ has provided to it.
- 17.4. The Other Party will not engage any sub-processors, unless the Other Party has obtained prior written approval for this from NNZ. The Other Party guarantees and undertakes to NNZ that, after having obtained written permission from NNZ, it will agree with each sub-processor that the latter directly undertakes to NNZ to comply with the provisions of this article, as if it were the sub-processor's own obligation to NNZ. Without prejudice to the foregoing, the Other Party shall remain fully liable for the fulfilment of the Sub-Processor's obligations.
- 17.5. The Other Party shall immediately notify NNZ in writing in the event of a "personal data breach" as referred to in the General Data Protection Regulation ("GDPR"), whereby the Other Party shall state which personal data is concerned and which data subjects have been affected by the breach, and also the other information that NNZ needs to comply with its statutory obligations. The Other Party indemnifies NNZ against all costs that NNZ incurs as a result of this breach.
- 17.6. The Other Party guarantees that it will inform NNZ immediately in writing if the parties involved invoke their rights pursuant to the applicable laws and regulations with regard to personal data, so that NNZ can be given the opportunity to comply with these laws and regulations.
- 17.7. The Other Party guarantees that it will inform NNZ immediately in writing if the supplier is obliged to make the processed personal data available to a third party on the grounds of a legal obligation outside NNZ's instructions.
- 17.8. If the Agreement between NNZ and the Other Party is terminated, the Other Party shall, at NNZ's discretion, delete all personal data or return it to NNZ,
- and remove existing copies, unless storage is required under a statutory provision.
- 17.9. The Other Party shall provide NNZ with all information necessary to demonstrate compliance with the obligations laid down in the GDPR and to enable and contribute to audits, including inspections, carried out by NNZ or an auditor authorised by NNZ.
- 17.10. The Other Party will inform NNZ immediately if, in the opinion of the Other Party, an instruction violates the GDPR or any other statutory provision on data protection.
- 17.11. Personal data relating to NNZ and/or that NNZ has provided to it may not be processed by or on behalf of the Other Party in a country that is not a member of the European Union without the prior written consent of NNZ.
- 18. Notice of termination, suspension and dissolution**
- 18.1. NNZ is authorised at all times to prematurely terminate the Contract without giving reasons by sending the Other Party written notice to that effect observing a 30-day notice period.
- 18.2. NNZ is further authorised, at its own discretion, to suspend the Contract without further notice and with immediate effect, in full or in part, or to dissolve it in writing in full or in part without being obliged to pay any compensation for damages, if:
- the Other Party fails to meet any of his obligations that follow from Contract concluded with NNZ or the Purchasing Conditions or any related Contract;
 - if there are good grounds to suspect that the Other Party is not or will not be able to meet its obligations to NNZ;
 - in the event of the Other Party being subjected to a moratorium or bankruptcy or an application being made to that effect;
 - if the Other Party's business is being sold (in full or in part), transferred or closed, which includes the transfer of some of its claims;
 - in the event of permits that the Other Party needs to perform the Contract being withdrawn;
 - In the event of an attachment being imposed on a substantial part of the Other Party's assets or company equipment intended for the performance of the Contract;
 - in the event of circumstances arising that are of such a nature that NNZ cannot be expected to maintain the Contract in unamended form.
- 18.3. The Other Party is liable for the costs and losses suffered by NNZ in the event of termination in accordance with this Article. All claims that NNZ may have or acquire on the Other Party, including any claims for compensation for damages, costs and penalties, shall become immediately due and payable in the event of suspension, cancellation or dissolution pursuant to this Article.
- 19. Amfori BSCI Code of Conduct**
- 19.1. The Other Party conforms to the 'amfori BSCI Code of Conduct' (version 1/2014) and confirms its receipt from NNZ or that it has requested it (on its own initiative).
- 19.2. If the Other Party does not comply with the 'amfori BSCI Code of Conduct' or has not complied with it, NNZ will be entitled to dissolve the Agreement with immediate effect, without being obliged to pay any form of compensation. Art. 18.3 applies in full in that case.
- 20. Applicable law and competent court**
- 20.1. All legal relationships between NNZ and the Other Party are governed by Dutch law. The applicability of the Vienna Sales Convention and foreign law is specifically excluded.
- 20.2. The Dutch version of the Conditions shall take precedence at all times as regards its interpretation.
- 20.3. All disputes arising from or related to the Contract or Contracts and/or these Purchasing Conditions will be referred to the competent court in the Northern Netherlands district, Groningen location, unless the dispute is subject to the jurisdiction of the subdistrict court. However NNZ is authorised at all times to refer the dispute to the court authorised to hear the dispute based on the place of establishment of the Other Party.
- B. CONTRACTING AND SUBCONTRACTING OF WORK**
- 21. Scope of application**
- 21.1. In addition to section A ("GENERAL"), section B ("CONTRACTING AND SUBCONTRACTING OF WORK") applies to all requests, offers and agreements relating to the performance of Work or Works. In the event of a conflict, the provisions of section B shall take precedence over the provisions of section A.
- 22. Formation of the Contract and representation of the Parties**
- 22.1. In addition to Article 3 of these Purchasing Conditions, information including but not limited to the following is given in the quotation by the Other Party:
- a. description of the Activity/Work;
 - b. the drawings, technical specifications, designs and calculations of the Activity/the Work;
 - c. the time of commencement of the Activity/Work;
 - d. the period within which the Activity/Work will be carried out;
 - e. the method of pricing (contract sum or cost-plus) that will be used for the Activity/Work;
 - f. whether payment is to be made in instalments
 - g. whether provisional sums are taken into account
 - h. confirmation that these Purchasing Conditions are applicable.
- 22.2. The costs involved with issuing a Quotation will always be at the Other Party's expense and risk.
- 22.3. When concluding the Contract, but in all cases prior to commencement of the Activity/Work, the Other Party will inform NNZ in writing of the names of the people involved in the performance of the Contract on its behalf and those who are authorised to represent the Other Party in all matters concerning the performance of the Agreement.
- 23. Obligations of the Other Party**
- 23.1. The Other Party is obliged to prepare and carry out the Activity/Work according to the requirements of good and sound work in accordance with the provisions of the Contract and the Purchasing Conditions.

- 23.2. The Other Party is obliged to inform NNZ of imperfections in constructions and methods prescribed by or for NNZ and in orders and instructions issued by or for NNZ, and of faults in the building materials or equipment provided or prescribed by NNZ or its client.
- 23.3. Insofar as applicable and unless otherwise agreed, the Other Party is responsible and will attend to:
- all of the personnel and/or third parties involved in carrying out the Activity/Work
 - all (auxiliary) items necessary for the performance of the Activity/Work, including but not limited to: storage area/sealable areas, horizontal transport, vertical transport, auxiliary equipment, utilities connection points, etc.;
 - the production of work and other drawings relating to the Work
 - taking measurements and making calculations relating to the Activity/Work
- 23.4. The Other Party will ensure that the Activity/Work, its execution and the deployment of personnel and/or third parties, complies with the Agreement and all relevant laws and regulations.
- 23.5. Unless otherwise agreed by Contract, the Other Party is responsible for and will attend to the timely acquisition of permits, exemptions and decisions needed to carry out the work. The late issue of permits, exemptions and similar decisions will be at the Other Party's expense and risk.
- 23.6. The Other Party is obliged to insure at its own expense the execution of the Activity/Work against any damage.
- 23.7. The Other Party, as well as third parties it engages, are obliged to observe statutory safety, health and environmental regulations.
- 23.8. During the performance of the Activity/Work the Other Party must follow the orders and instructions given to him by or on behalf of NNZ.
- 24. Non-competition clause**
- 23.1. Without the prior written consent of NNZ, the Other Party will refrain from submitting quotations and/or offers to and/or concluding agreements with existing or potential clients of NNZ in connection with the performance of the Activity/Work, as well as with any subsequent Activities/Work (such as extensions and/or changes), either directly or through the intermediary of third parties.
- 25. Work times**
- 25.1. The Other Party is obliged to commence the Activity/Work at the time laid down in the Contract and in keeping with the planning schedule and to complete it within the agreed time period.
- 25.2. NNZ (and/or NNZ's client if this has been agreed in the Contract) may change or further determine the time of the Other Party's work and/or the order thereof.
- 26. Legislation, working conditions, tax and social insurance contributions**
- 26.1. The Other Party will provide at NNZ's first request prior to or at the time of the conclusion of the Agreement, as well as in the event of changes:
- a copy of a recent extract from the Commercial Register of the Chamber of Commerce of the company (no older than one month);
 - its VAT identification numbers and (if applicable) payroll tax number;
 - a recent 'Vicarious Tax Liability and Recipients' Liability Payment History Report' (*'Verklaring betalingsgedrag keten- en inlenersaansprakelijkheid'*) (not older than three months).
- 26.2. The Other Party is obliged to meet its statutory obligations regarding the payment of wage tax and social insurance contributions and (where applicable) premiums under any applicable Collective Bargaining Agreement.
- 26.3. Before commencement of the work and in the event of changes, the Other Party will - if so desired by NNZ - provide an overview of the employees who will be deployed in the performance of the Activity/Work, stating their full names, date of birth and nationality. For workers from outside of the European Economic Area (EEA), a copy of a valid identity document and a copy of a valid residence and work permit must be included. The question of whether the identity document or residence or work permit is valid will be judged exclusively at the discretion of NNZ.
- 26.4. At the request of NNZ, the Other Party must keep a man-day register. The man-day register must then be completed in full and submitted for approval on a weekly basis. NNZ is authorised to check the accuracy of the records at all times.
- 26.5. The Other Party is obliged:
- to process employees in the administration in the manner prescribed by law;
 - to ensure that the wages actually paid to employees are in keeping with the requirements under the Dutch Minimum Wage and Minimum Holiday Allowance Act (WML) and the applicable CBA.
- 26.6. In accordance with the provisions of the 'Implementing Regulation on the Mandatory use of the Citizen Service Number (BSN)', NNZ has the authority to collect and store the BSN of any person who carries out work on behalf of the Other Party. These persons must identify themselves at NNZ's first request by presenting a valid identity document stating their nationality and (if applicable) their residence status. From this document, NNZ will note the BSN, the type of identity document, the number and period of validity of the persons, as well as the initials, surname, date of birth and nationality.
- 26.7. If the Other Party employs persons who do not meet the requirements of this Article, NNZ will have the right to deny those persons access to the Activity/Work with immediate effect.
- 26.8. Without the written consent of NNZ, the Other Party is not permitted to subcontract all or part of the Activity/Work to third parties, to hire employees or to subcontract all or part of the Activity/Work to one or more freelance contractors. If NNZ grants consent, the Other Party is obliged to state the provisions under which the subcontracting agreement was entered into as applicable to the legal relationship between the Other Party and the third party engaged by it. If permission is granted to engage a contractor, this must be done in accordance with an approved model subcontracting agreement of the Tax and Customs Administration. The Other Party shall ensure that the actual situation and circumstances under which the work is carried out correspond to the arrangements in the model agreement used. If third parties are engaged, the Other Party remains fully responsible to the NNZ for the Activity/Work.
- 26.9. During the performance of the Contract the Other Party will act in conformity with current laws and regulations, including the Dutch Labour Market Fraud (Bogus Schemes) Act (*Wet Aanpak Schijnconstructies, WAS*), the Dutch Foreign Nationals (Employment) Act (*Wet arbeid vreemdelingen, Wav*) and the Dutch Compulsory Identification Act (*Wet op de identificatieplicht, Wid*), as well as the applicable CBA and the agreement it has made in individual employment contracts. With due observance of the provisions of the above paragraph, when engaging third parties, subcontractors or companies that provide temporary workers, the Other Party will stipulate that it is obliged to act in conformity with the current laws and regulations, the applicable CBA and all agreements it has made in the individual employment contracts. The Other Party is further obliged to stipulate that these third parties are also subject to these obligations and to impose them in turn on all third parties with they conclude contracts.
- 26.10. The Other Party guarantees that it will only have work carried out by persons who are legally resident in the Netherlands and in possession of the necessary work permits, etc. In this context the Other Party guarantees on behalf of NNZ that it will establish the identity of all foreign nationals involved in the performance of the assigned work, as provided for in Article 15 of the Foreign Nationals (Employment) Act and will check the identity documents and work permits of these foreign nationals for authenticity and validity. The Other Party will keep on NNZ's behalf copies of these documents in its administrative records as provided for in Section 5 of the Wav for at least the statutory period following the end of the calendar year in which the Work has been completed and delivered.
- 26.11. The Other Party registers all employment conditions in order to carry out the Activity/Work in a transparent and accessible manner. If requested, the Other Party will immediately provide the competent authorities and NNZ with access to these employment conditions agreements and will cooperate in inspections, audits or wage validation.
- 27. Liability and indemnification**
- 27.1. The Other Party is liable for all damages suffered by NNZ, its personnel and third parties it has engaged as a result of any non-compliance with the Other Party's obligations and for damages caused by the Other Party to other works and property of NNZ and third parties (including, but not limited to the personnel and temporary employees of NNZ).
- 27.2. In the event of NNZ being subjected to a subsequent tax assessment, penalty or fine for the Other Party's violation of or non-compliance with laws and regulations, NNZ reserves the right to recover its losses thus incurred from the Other Party, directly or by means of setoff. Damages are defined in all cases but not limited to: administrative or other fines, penalties, incremental penalties subsequent income and other tax assessments, other subsequent tax assessments and losses resulting from interruption of the Activity/Work.
- 27.3. Without prejudice to the other provisions of these Purchasing Conditions, the Other Party fully indemnifies NNZ, also with regard to legal assistance, against:
- claims of third parties, including local residents, (hired) employees of the Other Party or third parties hired by the Other Party for the Activity/Work, for compensation of damage;
 - subsequent tax assessments, penalties and/or fines as provided for in paragraph 2 of this Article.
- 28. Invoices and final settlement**
- 28.1. Invoices submitted by the Other Party must comply with the requirements set by the Dutch Turnover Tax Act (*Wet op de Omzetbelasting, Wet OB*).
- 28.2. The Other Party must submit its final statement to the NNZ no later than two weeks after the day on which the work is completed (as referred to in the previous article). Without prejudice to the payment period agreed in the Contract and the Purchasing Conditions, NNZ is not under any circumstances obliged to pay any invoice or final account before the Activity/Work, or the part of it to which the payment instalment relates, is deemed to have been completed and delivered.
- 28.3. The Other Party explicitly relinquishes any right of suspension, retention or set off that it may have.
- 28.4. NNZ reserves the right to withhold the amounts of turnover tax, wage tax, social insurance contributions, employee insurance premiums and any interest and penalties payable in their regard from the payments to the Other Party and to transfer those amounts to a G account. In these cases NNZ will be discharged for the payment of these amounts to the Other Party.
- 28.5. The ability to transfer claims relating to the amount of wage tax and social insurance contributions included in the contract price and for which NNZ is liable under the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act (*Wet Ketenaansprakelijkheid*), and the authority to encumber and/or sell this claim - also in the sense of property law - is excluded as provided for in Section 3:83 (2) of the Dutch Civil Code. Other than the above, the assignment, pledging or transfer by other means of the Other Party's claims under the Contract are subject to the prior written consent of NNZ.
- 29. Insurance**
- 29.1. The Other Party shall insure its liability, also in respect of NNZ, without any reference being made in the policy conditions or otherwise to exceptions, transfer or any form of recourse in respect of NNZ or other parties involved in the Activity/Work. In the event of claims and/or costs, the deductible will be payable by the Other Party.
- 29.2. Unless otherwise agreed in the Agreement and/or not applicable to the Other Party, as determined by NNZ, the Other Party will at least be obliged for the duration of the Agreement:

- a) to insure the equipment it uses against liability for both material losses and damages caused to persons, including the losses thus incurred or caused by or related to the use of the equipment
- b) to insure equipment that can be deemed to be vehicles in accordance with the provisions of the Dutch Motor Insurance Liability Act (*Wet Aansprakelijkheidsverzekering Motorrijtuigen, WAM*), at least in accordance with the statutory requirements
- c) to have occupational disability insurance

29.3. Unless agreement to the contrary has been made by Contract, the policies for the insurance provided for in the previous paragraph must meet the following requirements:

- a) NNZ must be named as the co-insured party
- b) the insurance must offer primary cover (it is not permitted to make a claim on insurance policies taken out elsewhere).

29.4. The Other Party is obliged on request to issue to NNZ a copy of the relevant policies or receipts for payment.

30. Completion and maintenance period

30.1. The Other Party will invite NNZ in writing or by electronic means to inspect the Work within a reasonable period of time prior to its completion.

30.2. The inspection will be carried out as soon as possible. Once the Work has been completed, the Parties will lay this down in writing, stating any established non-conformities. The Other Party will rectify these non-conformities as soon as possible.

30.3. NNZ's receipt of the invoice details from the Other Party and/or payment of the final invoice will not under any circumstances constitute acceptance or approval of the Work and/or completion of the Work or the part of it in question.

30.4. The Work will be at the Other Party's risk up to the date on which it is deemed to have been completed and delivered. Delivery and approval do not release the Other Party from any guarantee and/or liability and/or other obligations arising from the Agreement and/or the Purchase Conditions.

30.5. The maintenance period for the Other Party's Work is at least twelve months, calculated from the time of completion and delivery, unless otherwise agreed by Contract. If the Other Party remains in default regarding compliance with the maintenance obligation, NNZ will have the right to have the necessary repairs or replacements carried out at the Other Party's expense.