

COOPERATING WATER COMPANIES GENERAL PURCHASE CONDITIONS FOR SUPPLY

AISW-2018 SUPPLY



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ARTICLE 1 DEFINITIONS

These Purchase Conditions may be quoted as Cooperating Water Companies General Purchase Conditions for Supply 2018 (also known as AISW – 2018 Supply).

In these AISW-2018 Supply the following concepts are used with initial capitals. These concepts are taken to mean the following:

- Offer(s): a written or electronic proposal made to the Purchaser by the Supplier.
- Goods: the Goods supplied or to be supplied by the Supplier in accordance with the Contract and all attached rights.
- Tools and Aids: approved (tendering) documents, specifications, instructions, tools, texts, (visual) material, drawings, models, inspection regulations and suchlike which are used or manufactured by the Supplier in the performance of the Contract.
- Purchase Conditions: these Cooperating Water Companies General Purchase Conditions for Supply (AISW-2018 Supply) are applicable to and constituting part of the Contract.
- Inspection/inspect: a (repeat) inspection, (re)checking, (re)assessment or (re)testing.
- the Purchaser: one or more of the cooperating water companies.
- the Supplier: the other parties(s) of the Purchaser.
- Supply/Delivery: in accordance with the Contract the supply or delivery of Goods, including partial supply or delivery.
- the Contract: the agreements between the Purchaser and the Supplier about the Supply or Delivery of Goods laid down in writing or electronically, also in the form of a subcontract or an on-call contract.
- the Parties: the Purchaser and the Supplier separately or jointly, depending on the context.

ARTICLE 2 APPLICABILITY

- 2.1 These Purchase Conditions apply to all requests, offers and agreements by which the Purchaser acts as Purchaser or acquirer of Goods. Derogation from these Purchase Conditions may only be agreed upon in writing.
- 2.2 Other general terms and conditions, of any nature whatsoever, than these Purchase Conditions do not form part of the agreements between the Parties and are explicitly rejected. This includes any terms and conditions used by the Supplier.
- 2.3 If there is any conflict between the Dutch text of these Purchase Conditions and translations thereof, the Dutch text always prevails. All documents to be submitted by the Parties in the framework of the Contract including, but not limited to, manuals and usage conditions, must be in the Dutch language, unless the Purchaser accepts these in a different language.

ARTICLE 3 FORMATION OF THE CONTRACT

- 3.1 All Offers and quotations from the Supplier are irrevocable and are valid for 90 calendar days, unless agreed otherwise.
- 3.2 In concluding or amending the Contract, the Purchaser can only be represented by a person with representative authority.
- 3.3 The Contract is considered formed at the moment the Supplier receives the Purchaser's written confirmation (purchase order), purchase number or order form number, unless the Supplier objects to this in writing within 7 calendar days and/or if the Contract is signed. A framework and/or master agreement explicitly does not constitute an instruction to Supply and does not in any way bind the Purchaser to purchase Services and all attached obligations.
- 3.4 In relevant cases, the procedure referred to above in paragraph 2 of this article may also be effected by fax and/or electronic message, whereby fax and/or electronic messages are ranked with written documents.

- 3.5 If any Tools and Aids made available by the Purchaser in the formation and the performance of the Contract, these will constitute part of the Contract.
- 3.6 If in the Contract or the attached schedules the Purchaser refers to technical, safety, quality or any other regulations that are not attached to or enclosed in the Contract, the Supplier is deemed to be familiar with them, unless the Supplier immediately informs the Purchaser of the contrary in writing. The Purchaser then informs the Supplier of these regulations.
- 3.7 If any provisions have been agreed upon between the Purchaser and the Supplier in the Contract which derogate from the provisions in these Purchase Conditions, the specific conditions in the Contract prevail.
- 3.8 Contract extras are only accepted by the Purchaser by written agreement with a person authorised by the Purchaser for such purpose.

ARTICLE 4 PRICES

- 4.1 The prices are fixed, in Euros and exclusive of Dutch VAT. Any modifications in (prices of) raw materials, exchange rates, manpower or any other cost-determining factors are not charged on to the Purchaser.
- 4.2 The prices are based on delivered duty paid (DDP) at the agreed Delivery location.
- 4.3 The prices are inclusive of all import and export duties, excise duties and any other levies imposed or levied in connection with the performance of the Contract, as well as the costs relating to the Contract including, but not limited to, the cost of unloading, checking and inspecting of Goods as well as the cost of documentation, packaging, insurance and shipping.
- 4.4 Any additional costs the Purchaser has not explicitly accepted in writing in advance do not qualify for reimbursement.

ARTICLE 5 SUPPLY/DELIVERY

- 5.1 The most recent Incoterms published by the International Chamber of Commerce apply to the interpretation of supply/delivery conditions.
- 5.2 Delivery is effected in accordance with the delivery conditions DDP at the agreed location of Delivery, punctually at the agreed time, or within the agreed term.
- 5.3 The Supplier is in default without notice of default by merely exceeding the delivery period.
- 5.4 If the Parties have agreed that the Supplier takes care of mounting or assembly of Goods, in derogation of the provisions above in the preceding paragraphs, the Delivery will not have been completed until the Goods have been mounted or assembled at the intended location specified by the Purchaser.
- 5.5 As soon as the Supplier knows or should know that Delivery will not or not properly be effected or not be effected in time, it immediately informs the Purchaser thereof in writing, stating the circumstances causing this failure to comply.
Without prejudice to the Purchaser's right in accordance with the provisions of article 15, the Parties consult together if, and if so, in what manner, the situation that has arisen can still be settled to the satisfaction of the Purchaser.
- 5.6 Without prejudice to the Purchaser's right in accordance with the provisions of article 15, in case the Supplier fails to comply with the provisions in paragraph 2, the Purchaser has the right to impose a penalty on the Supplier to a maximum of 5% of the purchase price of the entire order. This penalty does not replace any compensation of the damage or loss on the part of the Purchaser and/or any other (statutory) rights.
- 5.7 If the Purchaser requests the Supplier to postpone Delivery, the Supplier will properly and recognizably package, store, secure and insure the Goods intended for the Purchaser without charging any extra costs.
- 5.8 Supply/Delivery is also taken to mean supply or delivery of all corresponding Tools and Aids within the meaning of article 8 and all corresponding documents, drawings, quality, inspection and warranty certificates.

- 5.9 Supply/Delivery is also taken to mean partial delivery in this article. A partial delivery is only permitted if explicitly specified in the Contract or if the Purchaser has approved this in writing.
- 5.10 Inspection of Goods in accordance with the provisions in article 12 does not imply Delivery nor purchase nor passing of risk.
- 5.11 The Purchaser may assess the appearance of Goods prior to or simultaneously with Delivery. Such an assessment does not constitute acceptance or Inspection of Goods.
- 5.12 The Supplier waives all rights and powers vested in it under the right of retention or the right to complain.

ARTICLE 6

PACKAGING AND SHIPPING

- 6.1 In so far as reasonably possible, Goods must be properly packed in environment-friendly materials, and be marked in accordance with the statutory requirements and the Purchaser's requirements, so that they reach the Delivery location in a good and recognizable condition if transported normally. The Supplier is liable for any damage or loss caused by inadequate and unsuitable packaging as regards the nature of the Goods.
- 6.2 Each Delivery of Goods includes a packing list stating the type and quantity of the Goods and a consignment note stating the corresponding order and/or instruction numbers.
- 6.3 The Purchaser has the right to return used packaging (not being returnable packaging) to the Supplier at all times without the Purchaser being obliged to pay any kind of fee. Returnable packaging must be made clearly marked as such by the Supplier.
- 6.4 Return shipment of returnable packaging is effected for the account and the risk of the Supplier to a destination to be specified by the Supplier or by the Supply principle of full against empty.

ARTICLE 7

OWNERSHIP

- 7.1 If the Contract involves a purchase, the Supplier guarantees that full and unencumbered ownership is transferred to the Purchaser. The ownership passes at the moment of Delivery or, if this takes place a later point in time, the moment the Purchaser accepts the Goods to be delivered by the Supplier as laid down in the Contract following Inspection. Until that moment, the risk of damage or loss of Goods lies with the Supplier.
- 7.2 The Purchaser has the right to require the ownership of the Goods to be transferred at an earlier point in time than at the moment of Delivery. In that case the Supplier will mark Goods as recognizably owned by the Purchaser and indemnify the Purchaser against loss, damage and exercise of rights by third parties.

ARTICLE 8

TOOLS AND AIDS

- 8.1 Any Tools and Aids made available by the Purchaser or purchased or manufactured by the Supplier for the account of the Purchaser will remain the property of the Purchaser or become the property of the Purchaser at the moment they are purchased or manufactured.
- 8.2 The Supplier is obliged to mark the Tools and Aids referred to in the previous paragraph as recognizably owned by the Purchaser, to maintain them in good condition and to insure them against all risks for its own account as long as the Supplier holds these Tools and Aids.
- 8.3 Tools and Aids will be made available at the first request from Purchaser or simultaneously with the last Delivery of Goods the Tools and Aids relate to.
- 8.4 Tools and Aids used by the Supplier in the performance of the Contract are submitted to the Purchaser for approval should the Purchaser so demand.
- 8.5 Any modifications of or departure from the Tools and Aids made available or approved by the Purchaser is permitted only after prior written approval from the Purchaser.
- 8.6 The Supplier will not use Tools and Aids for or in connection with any other purpose than Supply/Delivery to the Purchaser, unless the Purchaser has granted prior written approval to this effect.

ARTICLE 9**APPROVAL, PERMISSION**

Approval or permission within the meaning of these General Purchase Conditions which is granted by the Purchaser to the Supplier for any reason does not release the Supplier from its obligations under the Contract.

ARTICLE 10**MODIFICATIONS**

- 10.1 The information provided by the Purchaser in the Contract constitutes the determining factor for the scope and the nature of the Supply/Delivery.
- 10.2 The Purchaser has the right to modify the scope and/or nature of the Goods to be supplied. The Purchaser has the right to modify the texts, (image) material, drawings, models, instructions, specifications, inspection regulations and suchlike relating to the Goods to be supplied.
- 10.3 If the Supplier is of the opinion that this has consequences for the agreed fixed price and/or delivery period, before effecting the modification it informs the Purchaser thereof in writing as soon as possible, though within 8 calendar days of the notice of the desired modification at most. If the Purchaser believes that these consequences for the price and/or the delivery time are unreasonable in respect of the nature and the extent of the modification, the Purchaser has the right to terminate the Contract by written notice to the Supplier, unless this would be clearly unreasonable in view of the circumstances.
- 10.4 If in case of such termination certain Goods have already been taken into production at the moment of the right referred to in paragraph 2 of this article, the Purchaser will compensate the direct material and wage costs at a reasonable cost price, increased by a reasonable surcharge for general costs for the Goods that have already been taken into production at that moment, if the Supplier demonstrates that the Goods in question cannot be used elsewhere.
- Termination pursuant to this article does not give either of the Parties any right to further compensation of any damage or loss.

- 10.5 The Supplier may not make or carry out any modifications without prior written order or permission from the Purchaser. If the modifications have not been approved by the Purchaser, the Purchaser has no legal basis to pay any remuneration.
- 10.6 The remuneration for modifications is calculated by the same methods and rates as applied in the Contract they relate to.
- 10.7 Modifications as referred to in this article also include contract extras.

ARTICLE 11**PAYMENT, INVOICING**

- 11.1 The Supplier's invoice is specified and includes order numbers, invoice date and number, supplied Goods and Dutch VAT amount and number.
- 11.2 The invoice is drawn up in the name of the Purchaser who has provided the order. The invoice must be paid within 30 calendar days of receipt, provided receipt and acceptance of the Delivery and receipt of all corresponding documentation, drawings, quality and warranty certificates have taken place, without prejudice to the provisions in the other paragraphs of this article.
- 11.3 Payment by the Purchaser does not imply a waiver of rights in any way.
- 11.4 The Purchaser has the right to suspend payments if and as long as the Supplier does not fulfil its obligations under the Contract.
- 11.5 The Purchaser at all times has the right, before making any payment, in addition to or instead of transfer of ownership to require the Supplier to have an unconditional and irrevocable bank guarantee available on call issued by a bank accepted by the Purchaser to secure fulfilment of its obligations, for the Supplier's own account.
- 11.6 The Purchaser has the right to set off a claim on the Supplier against a claim of the Supplier (or of a third party to whom the Supplier has assigned its claim) on the Purchaser, irrespective of the juristic relationship from which the claim arises.
- 11.7 The Supplier will not send any invoices to the Purchaser which individually or jointly exceed the price laid down in the Contract.
- 11.8 Except with written permission from the Purchaser, the Supplier is prohibited to assign its claims on the Purchaser to third parties.

ARTICLE 12

QUALITY, WARRANTY, INSPECTION

- 12.1 The Supplier warrants during the agreed warranty period or, if no warranty period was agreed upon, for a period of 24 (twenty-four) months from Delivery:
- a) that Goods are suitable for the purpose they are intended by the Purchaser;
 - b) that Goods are new, of good quality and free of defects as regards design, processing, manufacture, construction and dimensions, as well as free of shortcomings in the used parts and/or materials;
 - c) that Goods have been manufactured in accordance with the latest state of the art;
 - d) that Goods conform to the Contract and comply with statutory requirements – including the Dutch Drinking Water Act and the Dutch Drinking Water Decree – and with reasonable expectations the Purchaser may have. In addition, Goods comply with the statutory and other government regulations as well as with the requirements of the safety and quality standards applicable in the industry, all of which as applicable at the moment the Contract is concluded;
 - e) that Goods comply with the NEN standards or comparable and internationally applied quality standards applicable at the time of Delivery, and have the relevant Kiwa (ATA Product) certificates.
- 12.2 In addition to the previous paragraph, the statutory requirements of the Dutch Materials and Chemicals Drinking and Hot Tap Water Supply Regulation [‘Regeling Materialen en Chemicaliën drink- en warmtapwatervoorziening’] of the Kiwa ATA (Water Mark) certification apply. If and in so far as the above standard provisions apply, the Supplier is responsible for and ensures that the goods and chemicals that come into contact with drinking water have an ATA Kiwa certificate or a Kiwa water-mark certificate. If goods and chemicals do not comply with the provisions, the Supplier always informs the Purchaser in advance.
- 12.3 In addition to the previous paragraph, the standard provisions from the ISO 9000 series which are valid at the moment the Contract is concluded also apply. If and in so far as the above standard provisions apply, in the framework of good quality assurance and quality control the Supplier will perform the Contract in accordance with these provisions, unless the Supplier is unable to do so within reason or a statutory provision dictates otherwise.
- 12.3 The warranty period referred to in paragraph 1 of this article for replaced or repaired Goods is renewed the moment these Goods have been delivered to the Purchaser.
- 12.4 Inspection by the Purchaser or by persons or bodies appointed by the Purchaser for this purpose may be effected prior to Delivery as well as during or after Delivery.
- 12.5 The Supplier grants access to the locations where Goods are manufactured or stored and cooperates to required Inspections and provides the necessary documentation and information for its own account.
- 12.6 The Supplier informs the Purchaser in time and in advance of the time at which the Inspection may take place, if necessary.
- 12.7 The Supplier has the right to attend the Inspection.
- 12.8 The costs of Inspection incurred by the Supplier are borne by the Supplier. All costs of repeat Inspection resulting from shortcomings on the part of the Supplier are for the account of the Supplier.
- 12.9 If during the Inspection by the Purchaser prior to, during or after Delivery Goods are completely or partially rejected, the Purchaser will immediately notify the Supplier thereof in writing. The Supplier is then given a reasonable opportunity to examine and to repair the shortcomings in Goods.
- 12.10 If Goods are rejected during or after Delivery, the ownership and the risk of the rejected Goods pass to the Supplier with effect from the date of the notice referred to in the previous paragraph.
- 12.11 If any Goods turn out not to comply with the provisions in paragraphs 1 and/or 2 of this article irrespective of the outcome of any Inspection, this does not affect any of the Purchaser’s rights. Article 7:23 of the Dutch Civil Code does not apply.
- 12.12 If in urgent cases and in addition after consultation with the Supplier it should reasonably be assumed that the Supplier is unable to or will not or not in time or not properly take care of repair or replacement, the Purchaser has the right to carry out repair or replacement itself or have these carried out by third parties for the account of the Supplier.
- 12.13 If Inspection is performed by an independent body, the outcome of the Inspection is binding to both Parties.

ARTICLE 13**TERMINATION AND SUSPENSION**

- 13.1 If the Supplier does not or not properly perform the Contract or does not perform in time, even upon written demand by the Purchaser granting a reasonable remedy period, the Supplier is in default and the Purchaser has the right, without the obligation to compensate:
- a) to entirely or partially terminate the Contract with immediate effect and out of court by written or electronic announcement to the Supplier and/or
 - b) to suspend its (payment) obligations under the Contract as laid down in article 11.
- 13.2 In addition, the Purchaser has the right to take the measures referred to in article 13.1, without the obligation to pay compensation and without notice of default:
- a) if the Contract has (possibly) been formed in violation of (EC) tendering rules;
 - b) if the Contract is reversed by judicial judgement on the grounds of violation with procurement law.
- 13.3 If the Supplier does not or not properly or not in time fulfil any of its obligations under the Contract or any other Contracts arising there from, as well as in case of:
- a) its insolvency or suspension of payments and/or
 - b) in case of shutdown or closing down, liquidation or takeover or any comparable situation of the Supplier's enterprise and/or
 - c) preliminary administration, ceasing of payment, full or partial attachment of assets of the Supplier; full or partial takeover of the Supplier, whether or not as security of the Supplier's business, including assignment of a major part of its claims;
- the Supplier is in default by operation of law and the Purchaser has the right to fully or partially terminate the Contract unilaterally without notice of default and without judicial intervention by means of a written notice to the Supplier and/or to suspend payment obligations and/or instruct third parties with performance of the Contract entirely or partially, without the Purchaser being liable to pay any compensation and without prejudice to any further rights vested in the Purchaser including the Purchaser's right to full compensation.

- 13.4 All claims the Purchaser may have or acquire on the Supplier this way will be immediately and fully claimable.

ARTICLE 14**FORCE MAJEURE**

- 14.1 In case of temporary force majeure, the Supplier informs the Purchaser thereof in writing immediately after the circumstance resulting in the force majeure has presented itself, stating the cause of the force majeure, any measures taken and/or intended to be taken and the expected duration of the delay. The Purchaser then has the right to choose between:
- a) allowing the Supplier postponement for fulfilment of its obligations under the Contract for a term no more than 4 weeks. If the Supplier is unable to remedy the breach by fulfilling its obligations under the Contract after this term has expired, the Purchaser has the right to terminate the Contract with immediate effect and without judicial intervention, without being liable to compensate any damage or loss or to pay any other compensation to the Supplier; or
 - b) out-of-court termination of the Contract with immediate effect, without being liable to compensate any damage or loss or to pay any other compensation to the Supplier.
- 14.2 In case of permanent force majeure of the Supplier, the Supplier immediately informs the Purchaser thereof and the Purchaser has the right to completely or partially terminate the Contract with immediate effect and without judicial intervention, without being liable to compensate any damage or loss or to pay any other compensation to the Supplier.
- 14.3 Force majeure is in any case not considered to be manpower shortage, staff illness, (business) strikes, price increases, shortage of raw materials, transport difficulties, late Delivery of or unsuitability of materials, breach of contract by third parties engaged by the Supplier and/or liquidity or solvency issues on the part of the Supplier.

ARTICLE 15**LIABILITY AND INDEMNIFICATION**

- 15.1 The Supplier is liable for all damage and loss sustained by the Purchaser or by third parties as a result of non-performance or improper performance of the Contract by the Supplier or the Supplier not performing the Contract in time, and will compensate this damage or loss. This also applies to the damage resulting from any shortcoming in its Delivery.
- 15.2 The Supplier is liable for any damage or loss suffered by the Purchaser or by third parties as a result of acts or omissions by the Supplier, its employees, subordinates, non-subordinates and third parties it has engaged in the performance of the Contract.
- 15.3 The Supplier indemnifies the Purchaser against any third-party claims for compensation of damage and loss based on liability as referred to in this article and, if the Purchaser so demands, will come to a settlement with those third parties or settle in court, instead of or jointly with the Purchaser (at the discretion of the Purchaser), put up a defence against any claims as referred to above and compensate any reasonable costs for advice and/or legal assistance incurred by the Purchaser in this respect.
- 15.4 The damage or loss to be compensated by the Supplier within the meaning of this article has a maximum of €2,500,000.00 per incident.
- 15.5 For the application of this article, third parties are also considered to be the Purchaser' staff.
- 15.6 The Supplier will take out and maintain adequate insurance against the liability referred to in this article to a minimum amount of €2,500,000.00 per incident.
- 15.7 The Supplier makes the insurance policy document available to the Purchaser for inspection, if so desired. If so requested by the Purchaser, the Supplier immediately submits (a certified copy of) the policy documents and proof of premium contribution with respect to the insurance referred to in this article or a statement from the insurance company regarding the existence of this insurance and the fact that the premiums have been contributed. Without prior written permission from the Purchaser, the Supplier will not terminate the insurance contracts or the conditions on which the insurance contracts were concluded, nor will the Supplier modify the

insured amount at the expense of the Purchaser without said permission. The insurance premiums payable by the Supplier are considered included in the agreed prices and rates.

- 15.8 If the Purchaser is obliged to pay compensation to the Supplier in relation to a wrongful or unlawful act by the Purchaser, this compensation is limited to the amount paid by the liability insurance company in that case.

ARTICLE 16**SECURITY**

- 16.1 The Parties guarantee secrecy in respect of third parties regarding all (business) information which is disclosed to them or which they learn about in any way. This does not apply to information and data:
- which have become common knowledge, or
 - which have been made available to the Parties or to either one of the Parties by an independent party acting in good faith, or
 - which the Parties had already been aware of from their own sources, provided that this can be proved by the party in question, or
 - of which statutory regulations require disclosure in a restricted circle.
- 16.2 The Parties are not permitted to give any kind of publicity to the performance of the Contract without prior written permission from the other Party.
- 16.3 The Parties are not permitted to multiply any documents relating to the Contract such as drawings, schedules and other business information nor to make such documents available to third parties for inspection, other than as necessary in the performance of the Contract and after prior written permission from the other Party.
- 16.4 The Supplier will ensure that the obligation not to disclose confidential information to third parties is imposed on employees, subordinates within the meaning of article 6:170 of the Dutch Civil Code, non-subordinates within the meaning of article 6:171 of the Dutch Civil Code and other third parties to whom confidential information is provided. The Supplier guarantees that said staff members, subordinates, non-subordinates and third parties will observe this obligation of secrecy.

- 16.5 The products and/or services that have been manufactured and come about by joint developments of the Purchaser and the Supplier may not be used for third-party purposes without written permission from the Parties. Conditions may be attached to this permission.
- 16.6 The obligations to observe secrecy as referred to in this article continue to exist after termination of the Contract.
- 16.7 In case of violation of the obligations referred to in this article, the Supplier forfeits an immediately claimable penalty of €25,000.00 per violation increased by €5,000.00 for each day this violation continues to a maximum of €50,000.00. This penalty does not affect the Purchaser's right to compensation and/or any other (statutory) rights.

ARTICLE 17

INDUSTRIAL AND INTELLECTUAL PROPERTY

- 17.1 The Supplier guarantees that the use, including resale, of Goods it has supplied or of Tools and Aids it has purchased for the benefit of the Purchaser does not violate any patent rights, trademark rights, design rights, copyrights or any other third-party rights.
- 17.2 If the guarantee referred to in paragraph 1 of this article is not complied with, the Supplier is obliged to provide the user right to the Purchaser or to effect such modifications as to discontinue the wrongfulness or unlawfulness, or to deliver an equivalent replacement for the delivered Goods or services that is not wrongful or unlawful, in consultation with the Purchaser, without a price increase and without limitation of the application.
- 17.3 The Supplier indemnifies the Purchaser against liability arising from any infringement on the rights referred to in the first paragraph and will compensate the Purchaser for all damage and loss the Purchaser sustains as a result thereof.
- 17.4 All industrial and intellectual property rights regarding information and outcome arising or resulting from the performance of the Contract accrue to the Purchaser to the exclusion of others. The Supplier agrees to unconditionally transfer all the above rights to the Purchaser or to render its full cooperation to acquiring such rights for the Purchaser.
- 17.5 The Supplier may not use Goods and/or Tools and Aids that have come about by joint developments of the Purchaser and the Supplier for the benefit of third parties without written permission from the Purchaser.
- 17.6 If any dispute arises between the Purchaser and the Supplier about industrial and intellectual property rights, the Purchaser is presumed to be the entitled party, unless the contrary is proved by the Supplier.

ARTICLE 18

ASSIGNMENT

- 18.1 The Supplier will not assign the rights and/or obligations arising for it from the Contract to third parties, completely nor partially, without prior written permission from the Purchaser.
- 18.2 The Supplier will not outsource the fulfilment of its obligations under the Contract to third parties, completely nor partially, without prior written permission from the Purchaser.
- 18.3 The Purchaser has the right to attach conditions to its permission.
- 18.4 In urgent cases and in addition if, after consultation with the Supplier it should reasonably be assumed that the Supplier is or will be unable to fulfil its obligations under the Contract or to fulfil these in time or properly, the Supplier will entirely or partially outsource the performance of the Contract to third parties for its own account and risk and immediately on request from the Purchaser who will state its reasons. This does not release the Supplier from its obligations under the Contract.

ARTICLE 19

APPLICABLE LAW AND DISPUTES

- 19.1 The Contract and all Contracts arising there from are exclusively subject to Dutch law.
- 19.2 The 1980 Convention on the Law Applicable to Contracts for the International Sale of Goods (Vienna Sales Convention) does not apply.
- 19.3 Any and all disputes (including those that are considered as such by either one of the Parties only) arising from the Contract or from any resulting Contracts between the Parties will be submitted to the competent court in the district in which the Purchaser has its registered office.

ARTICLE 20**OTHER**

- 20.1 Should one or more provisions from these General Purchase Conditions be void or voidable, this does not affect the validity of the other provisions. Should any provisions in these Purchase Conditions be legally invalid, the Parties are bound by rules that are equal as much as possible and not void or voidable.
- 20.2 (Early) termination of the Contract does not release the Parties from the provisions that by their nature continue to be in effect after termination of the Contract, such as those relating to secrecy, liability and intellectual property.
- 20.3 All records submitted by parties in context of the contract including but not limited to manuals and instructions, must be provided in Dutch language unless client ()(accepts these in different languages.)

ARTICLE 21**ADDITIONAL TERMS AND CONDITIONS**

In case of borrowing of manpower or invitation to tender, the Additional General Purchase Conditions of the Purchaser respectively the Additional provisions for the performance of work in accordance with the Purchase Conditions apply.

