



## General Purchasing Terms and Conditions HMVT

### 1. Definitions

The terms below are interpreted as follows:

General Conditions:	these general purchasing terms and conditions applicable to and forming part of the Agreement;
Media:	paper documents or media for digital information, with which the Contractor makes the Performance or results available to HMVT;
Contractor:	the party with whom HMVT entered into an Agreement;
HMVT:	Hannover Milieu- en Veiligheidstechniek B.V.;
Agreement(s):	the agreement(s) for valuable consideration between HMVT and the Contractor for the supply of products, services and performance of works, to which these conditions apply;
Performance:	the supply of goods, services or implementation of works delivered or to be delivered and other activities that the Contractor is to perform for HMVT on the basis of the Agreement.

### 2. Relationship between Agreement and General Conditions

1. The General Conditions shall apply to all Agreements whereby the Contractor provides a Performance to HMVT.
2. HMVT explicitly rejects the application of general terms and conditions or other conditions emanating from the Contractor or third parties.
3. In so far as the application of any provision from the General Conditions is in conflict with any provision in a written Agreement between HMVT and the Contractor, the said provision shall not apply, while the remaining provisions of these General Conditions will remain fully valid.

### 3. Grant of contract and modifications

1. HMVT shall provide the Contractor with the information, data and decisions necessary to complete the Performance on time.
2. An Agreement shall come into effect when a person authorised by HMVT accepts in writing an irrevocable written quotation from the Contractor or when the parties confirm in writing that which has been agreed in some other manner.
3. HMVT shall make a copy of the General Conditions available to the Contractor before or at the latest at the time that the Agreement comes into effect, except in such situations where HMVT has already provided the Contractor with a copy of the General Conditions.
4. Amendments to the Agreement, including additional or supplementary work or a reduction in Performance that has already been commissioned, can be effected as soon as HMVT has made this known to the Contractor in writing (by letter, fax or e-mail) and the Contractor has confirmed this in writing.

### 4. Prices, fees and other costs

1. The agreed prices and rates are fixed and are charged in Euros excluding VAT unless otherwise agreed.
2. The payments agreed for the Performance include all the costs that the Contractor incurs to perform in a professional manner, including:
  - a) travel and hotel expenses;
  - b) costs relating to inspecting materials, structures and installations;
  - c) costs relating to other simple tests or analyses;
  - d) costs of copying agreements, plans, drawings, calculations, reports, etc.;
  - e) costs of notification by advertisements, postage, telecommunications, registration, land registry office costs and other advances;
  - f) in measurements and tests, a fee for the use of instruments provided by the Contractor;
  - g) other costs set down in the Agreement.
3. In the event that circumstances arise after the Agreement has come into effect that could not have been foreseen at the time that the Agreement came into effect and which influence price-determining factors such as wage costs or prices of materials, then the Contractor shall not be entitled to charge HMVT a higher price for the same, unless the parties agree or have agreed otherwise in writing.
4. HMVT is authorised under all circumstances and at all stages of the Agreement to request the Contractor to furnish without delay adequate personal or business securities to guarantee compliance with his obligations.

### 5. Delivery and handover

1. The Contractor is obliged to perform the Performance in the agreed quantity and quality at the agreed place of delivery, at the agreed time or within the deadlines agreed therein.
2. The Contractor shall deliver goods in sound packaging. HMVT can require the Contractor to remove the packaging of the goods delivered or to be delivered and at the Contractor's expense.
3. All available documentation required to make proper use of goods as well as any quality labels or certificates and accessories and secondary materials are to be provided with the Performance.
4. The Contractor must seek the approval of HMVT for any Performance that is performed early in whole or in part. The fact that permission is given to perform earlier than planned shall not affect the right of HMVT to make the payment at the time stated in the order.
5. As soon as the Contractor knows or can reasonably be expected to know that he is going to fail in the Performance of the Agreement, he shall inform HMVT immediately and without delay in writing stating the reasons.
6. The Contractor is not authorised to make part deliveries, unless HMVT and the Contractor have agreed otherwise. In such an instance the term "Performance" shall also be taken to mean "part of the Performance" for the application of these General Conditions.



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### 6. Invoicing and Payment

1. Invoices must be sent to Hannover Milieu- en Veiligheidstechniek, P.O. Box 174, 6710 BD Ede, the Netherlands.
2. Invoices must state the reference number or order number, name of the contact person and fully specified in accordance with the instructions of HMVT.
3. The price shall be paid within 45 days following receipt of the invoice, unless agreed otherwise.
4. No invoices will be processed until the agreed Performance has been performed.
5. Payment shall not imply renunciation of any right under the terms of the Agreement. HMVT is authorised to set off anything that it owes to the Contractor on any basis against anything that the Contractor may owe to HMVT on any basis.

### 7. Contractor's obligations

1. The Contractor shall examine specifications, drawings and other documentation that he has received from HMVT for the purposes of performing the Agreement for completeness and accuracy, before concluding the Agreement.
2. The Contractor's normal work activities include testing his own products before delivering or handing over said products to HMVT and making a record of the tests he has implemented.
3. The Contractor shall send a copy of the record form - with the definitive documents to be submitted to HMVT – presenting the tests that have been carried out, who carried them out and when, and any remarks that were made and acted on (where relevant). The record form needs to be signed as approved by (an employee of) the Contractor.
4. Alongside the Performance that is to be carried out, the Contractor shall be prepared to offer additional support on an ad hoc basis for other parts of the works. Such works may precede the works in the agreed Performance. The parties shall make timely Agreements for each occasion. The General Conditions shall also apply to these works.
5. The Contractor shall also indemnify HMVT against claims or losses arising from the use of materials supplied by the Contractor or works carried out by the Contractor, as well as against claims or losses arising from failure to comply with official regulations.
6. The Contractor warrants that the Performance that he performs or that are performed on his behalf meet the conditions and specifications set down in the Agreement and that these will be implemented according to the agreed time schedule. The Contractor furthermore warrants that the agreed deliveries and services will be implemented in accordance with current regulations and decisions issued by the authorities.
7. The Contractor shall carry out the Agreement properly and with due care and attention, and shall perform the Performance with the greatest degree of skill and knowledge. The Contractor shall avoid doing anything that could harm the implementation of the Performance.
8. The Contractor is responsible for the quality and integrity of those persons who are charged with implementing the Agreement on his behalf. Works are to be carried out with due observation of all legal provisions.
9. The Contractor shall keep HMVT informed about the execution of the Agreement, including financial aspects and will furnish information on request.
10. In order to fulfil his obligation to provide information the Contractor shall inform HMVT on time about the financial consequences and risks linked to setting other or additional requirements, delaying or changing decisions or the Performance, and the occurrence of situations that were not taken into account when the Agreement was entered into or the Performance was performed.
11. The Contractor shall provide HMVT with an estimate or statement of the costs and/or hours when the Agreement enters into effect. The Contractor shall indicate at the time when changes to the order are agreed whether and to what extent these changes will affect the stated estimate or statement of costs and/or hours. The Contractor shall inform HMVT in writing as soon as it becomes clear that the most recently provided estimate or statement of costs and/or hours is inadequate.

### 8. Testing

1. HMVT is entitled to inspect or test or cause to inspect or test the results of the Performance at the time of delivery or completion.
2. The costs of inspection or testing are for the account of the Contractor if HMVT rejects the Performance.
3. If the inspection or testing shows that the Performance does not comply with the quality requirements in these General Conditions, HMVT may choose one of the following options:
  - a) HMVT may request improvement or improvement within a reasonable time limit set by HMVT without the Contractor being entitled to claim compensation;
  - b) HMVT may terminate the Agreement with immediate effect in writing in whole or in part, in accordance with Article 14 of these General Conditions. HMVT will at the same time preserve its remaining rights under the Agreement.
4. The Contractor shall bear the risk or consequences of the Performance from the date on which HMVT notifies the Contractor that he has rejected the Performance in question. If the delivered and rejected items separately qualify for transfer of title, then title shall revert to the Contractor from the date on which HMVT notifies the Contractor thereof.

### 9. Secrecy and communication

1. The Contractor, his employees and any persons the Contractor may hire in, are bound by complete secrecy as regards all business data that they gain knowledge of on the basis of the relationship with HMVT.
2. The Contractor shall indemnify HMVT against losses HMVT suffers if staff hired in by the supplier violates their obligation to maintain secrecy. The obligation to maintain secrecy shall continue undiminished following Performance.
3. The Contractor and those hired in by the Contractor shall not make any reference to any Agreement with or any Performance for HMVT in any medium whatsoever in advertisements or publications without prior written permission from HMVT.
4. The Contractor shall ensure that the persons charged with the implementation of the Agreement are informed about the above-mentioned obligation to maintain secrecy. Neither party shall disclose information or pass media made available to them to third parties without the prior written permission of the other party.

The obligations mentioned in the above paragraphs shall not apply to the extent that the information in question:

  - a) was demonstrably already in the possession of one of the parties at the time that the information in question was supplied to that party.
  - b) is in or has entered the public domain and the disclosure is not the consequence of the failure of one of the parties to comply with the obligation described in this article.



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- c) is notified to one of the parties by a third party without any obligation to maintain secrecy if that third party was entitled to divulge that information.
  - d) is made available to third parties with the Contractor's permission, whether or not subject to conditions.
5. The Contractor may only maintain direct contacts with other parties involved in the Performance with permission of HMVT.

### 10. Assignment of obligations

The Contractor is not authorised to transfer the obligations deriving from the Agreement in whole or in part to third parties without written permission of HMVT. The Contractor must obtain prior written permission of HMVT before engaging any subcontractors.

### 11. Liability

1. The Contractor shall be liable for losses arising at the time of or as a consequence of the Performance.
2. If HMVT considers that it is obliged to carry out the Contractor's Performance itself, whether in whole or in part, then the Contractor shall send all the important data he has available without delay to HMVT, the foregoing without prejudice to the right of HMVT to claim compensation from the Contractor for any costs, losses or interests involved in HMVT taking over the Performance from the Contractor.
3. A situation such as that described in paragraph 2 of this article will be deemed an attributable failure (breach of contract) on the part of the Contractor as regards compliance with one or more of his obligations. Such a failure shall entitle HMVT to terminate the Agreement without compensation.
4. If the Performance performed following the implementation of the Agreement do not fulfil the agreed requirements, then the Contractor will still be required to achieve the agreed results at his own expense within a reasonable time limit.
5. If the Contractor does not comply with his obligations at all or does not comply in due time or to the satisfaction of HMVT in spite of the opportunity offered in paragraph 4 of this article, then HMVT will have the right to carry out or cause to carry out everything needed to achieve the agreed results at the Contractor's expense and risk. HMVT has this same right if – with a view to its best interests - HMVT cannot reasonably be expected to wait to see if the Contractor is still in a position to do or cause to do everything to comply with his obligations.

### 12. Penalties

1. If there is any question of an attributable failure in the Performance on the part of the Contractor, the Contractor shall owe a penalty of 0.5% of the total or maximum amount owed under the Agreement, increased by Value Added Tax, without judicial intervention, for every day that the failure continues, up to a maximum of 10% of the said price.
2. If compliance has become permanently impossible – other than because of force majeure – the penalty will be payable immediately in full.
3. The penalty shall be payable to HMVT, without prejudice to any other rights or claims, including:
  - a) the claim of HMVT to comply with the agreed obligation to perform the services;
  - b) the right of HMVT to claim compensation.
4. The penalty will be set off against payments owed by HMVT, regardless of whether the claim for payment has been transferred to a third party.

### 13. Insurance

1. The Contractor declares that he is and will remain adequately insured against professional and other relevant liabilities during the course of the implementation of the Agreement
2. The Contractor shall permit HMVT to examine the policy or policies and the proof that premiums have been paid, immediately on demand. The Contractor shall not cancel the insurance agreements or the conditions under which these have been concluded without prior written permission of HMVT, nor shall the Contractor change the amount insured to the disadvantage of HMVT without prior written permission of HMVT. The insurance premiums owed by the Contractor are considered to be included in the agreed prices and rates.
3. The Contractor shall assign all claims to insurance payments in advance as envisaged by paragraph 1 and in so far as these concern losses for which the Contractor is liable towards HMVT on the basis of this Agreement. Insurance payments made directly to HMVT by insurance companies will be deducted from the damages that the Contractor is liable to pay to HMVT for the insured event.

### 14. Premature termination of the Agreement

1. If for any reason whatsoever the progress of the Performance is delayed or stops completely the Contractor shall not make any claim to follow-up assignments, and final accounts will be settled in accordance with the state of the Performance implemented by the Contractor. In the above cases, the Contractor cannot make any claim to additional compensation for costs or loss of income or loss caused by delay. The Contractor shall indemnify HMVT against any liability in this connection.
2. HMVT may cancel the Agreement in writing with immediate effect if the Contractor is declared to be insolvent, applies for suspension of payments or is in a similar situation, or if a significant part of the Contractor's assets are seized or if his business shuts down.
3. HMVT may furthermore terminate the Agreement in writing with immediate effect if the Contractor enters into a merger with another company or comes to be managed by another company or institution.
4. HMVT may furthermore terminate the Agreement in writing with immediate effect if the Contractor offers or has offered any inducement capable of being expressed in money to one or more of employees of HMVT.
5. No recourse to the courts or other notice of default will be required for the Agreement to be terminated as envisaged by this article. The termination of the Agreement will not entitle the Contractor to any compensation in any form howsoever designated. HMVT will retain its rights deriving from the Agreement and the provisions of these General Conditions shall remain in force undiminished. If HMVT has made advance payments, the Contractor shall immediately return these to HMVT as though these were undue payments. The Contractor will not be able to invoke any set-off.



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### 15. Intellectual property rights and user rights

1. All intellectual property rights that can or will be exercised – where and whenever this may be – both for the purposes of use as for the purposes of operation by HMVT or for the purposes of any Performance performed by the Contractor on the basis of the Agreement, shall remain with HMVT, unless agreed otherwise.
2. The Contractor's rights will be transferred to HMVT on the basis of these provisions and HMVT will accept this transfer as soon as these rights arise.
3. To the extent that a further deed is required to transfer such rights, the Contractor shall irrevocably authorise HMVT to draw up and sign such a deed on the Contractor's behalf, without prejudice to the Contractor's obligation to lend his cooperation to the transfer of such rights at first request of HMVT, without the Contractor setting any preconditions.
4. Any costs linked to the creation of particular intellectual property rights shall be for the account of HMVT.
5. The Contractor hereby grants HMVT an irrevocable power of attorney to cause the transfer of these intellectual property rights to be entered in the relevant registers.
6. While the following summary is non-limitative, the intellectual property rights envisaged by paragraph 1 include:
  - a) all actions, including the permanent or temporary reproduction of a part or all of the processing of information, results, activities and information media, that are necessary or useful as regards their purpose or usefulness;
  - b) loading, imaging, executing, importing, storing and revising digital information for the above purposes with a view to maintenance, correcting faults, combating viruses, applying potential improvements, transferring to another environment, linking and/or making interoperable of other hardware and system and other programmes, modification of parameters, creating, changing or removing security features, creating, storing, modifying back-up copies, and researching and testing the information media.
7. The Contractor hereby renounces any so-called personality rights that could accrue to him in favour of HMVT to the extent that the current regulations permit the Contractor to renounce such rights. The Contractor hereby renounces - in the name of his personnel involved on his side - any so-called personality rights that could accrue to him in favour of HMVT to the extent that the applicable regulations permit the Contractor to renounce such rights.
8. If a dispute arises between the parties concerning title to information media, or to the intellectual property rights to such media, it will be assumed that title remains with HMVT until the Contractor can furnish proof to the contrary.
9. The Contractor shall not make the Performance available to third parties in any form whatsoever, nor shall he give any information about the Performance to third parties, unless HMVT has granted its express written permission. HMVT is entitled to attach conditions to this permission, for example, payment by the Contractor of a royalty fee to be settled by HMVT in consultation with the Contractor.
10. Without prejudice to the foregoing, HMVT is entitled, if third parties hold HMVT liable for violation of intellectual property rights, to dissolve the Agreement in whole or in part without judicial intervention. HMVT shall not make use of its right to dissolve the Agreement until it has consulted the Contractor.
11. The Contractor shall indemnify HMVT against claims by third parties concerning any violation of intellectual property rights of third parties, comparable agreements with regard to knowledge, so-called personality rights, as well as agreements with regard to know-how, unfair competition and similar. The Contractor shall take all measures at his own expense that could contribute to preventing slowdowns and to limiting additional costs or losses incurred as a consequence of the said violations.

### 16. Applicable law and jurisdiction

1. Dutch law exclusively applies to this Agreement and to all agreements that may derive from it, unless otherwise agreed.
2. Any disputes shall be submitted to the courts of Amsterdam.
3. Contrary to paragraph 2 of this article, HMVT is authorised to determine if a dispute is to be settled solely by arbitration.