

PURCHASING TERMS AND CONDITIONS FOR SINGULAR QUOTATION PROCESSES FOR STICHTING HBO HAAGLANDEN

ARTICLE 1 DEFINITIONS

- 1.1 **Buyer:** Employees and third parties involved in THUAS who are authorised to place purchase orders in the name of THUAS.
- 1.2 **The Hague University of Applied Sciences:** Stichting Hoger Beroepsonderwijs Haaglanden (The Hague University of Applied Sciences, hereinafter: THUAS), having its registered office in The Hague.
- 1.3 **Goods:** Material goods, software, and services to be provided, including contracting for work.
- 1.4 **Offers:** Offers, quotations, tenders, etc.
- 1.5 **INET number:** Unique purchase order number.
- 1.6 **InkoopNet:** The digital ordering system used by THUAS.
- 1.7 **Purchase Order:** An order placed by THUAS for the delivery of Goods by or on behalf of Vendor.
- 1.8 **Vendor:** A natural person or legal entity who supplies goods and/or services to THUAS, carries out activities for THUAS, or any party THUAS contemplates concluding an agreement with for these purposes.
- 1.9 **Agreement:** Any signed written agreements, order confirmations and/or quotations between THUAS and Vendor, which are governed by these purchase conditions.
- 1.10 **Agreed Performance:** The performance(s) to be carried out by Vendor, which may consist of Goods or a combination thereof, having the specifications stipulated in an Agreement.
- 1.11 **Written:** 'In writing' also includes any communications by fax and email. Text messages and/or other forms of electronic communication are only accepted as 'written' if THUAS has consented to this in writing.
- 1.12 **Expressly:** In writing and specifically.

ARTICLE 2 APPLICABILITY

- 2.1 These Purchasing Terms and Conditions are applicable to all Agreements made by and between Vendor and THUAS.
- 2.2 The terms and conditions of Vendor are not applicable and are hereby expressly excluded.

ARTICLE 3 FORMATION OF THE AGREEMENT

An Agreement will only be formed upon the Buyer(s) of THUAS confirming the Purchase Order to Vendor via InkoopNet, to which a unique INET number is assigned.

ARTICLE 4 OFFERS

- 4.1 Unless parties expressly agree otherwise, all Offers made by Vendor shall remain irrevocably valid for a period of sixty (60) days of receipt of the Offer.

- 4.2 Offers shall be all-inclusive and contain the necessary or requested specifications and documentation.
- 4.3 Vendor shall specify in the Offer any deviation from the request for offer.

ARTICLE 5 CHANGES

- 5.1 Vendor shall carry out the Agreed Performance in accordance with the specifications Expressly or orally given by THUAS.
- 5.2 Any contract variations are to be Expressly agreed prior to the execution thereof.

ARTICLE 6 INKOOPNET

- 6.1 If Vendor has not entered a product range in InkoopNet, Buyers of THUAS may request a quotation, order confirmation and/or pro forma invoice from the Vendor before placing a Purchase Order. The Vendor shall submit the quotation, order confirmation or pro forma invoice, preferably by e-mail as a pdf file.
- 6.2 Each Purchase Order will be assigned a unique INET number.
Vendor is to state this INET number on all correspondence related to the Purchase Order, including the order confirmation and invoice.
- 6.3 Purchase Orders may only be accepted by Vendor if placed by THUAS through InkoopNet.

ARTICLE 7 QUALITY AND DESCRIPTION

Vendor warrants that the delivered Goods shall be as Expressly agreed, and shall meet the agreed quantity, description, quality and performances, as specified in the Purchase Order.

ARTICLE 8 PRICE

- 8.1 All quoted prices are firm and expressed in euro, and are exclusive of value added tax (VAT).
- 8.2 Unless Expressly agreed otherwise, the purchase price shall include:
 - a. the price of the delivered Goods, including all costs related to the production;
 - b. packaging costs;
 - c. costs of transport and delivery to the address specified by THUAS (including insurance, transport, import and export, plus all levies, taxes and duties);
 - d. assembly and construction costs (where necessary).

ARTICLE 9 DELIVERY AND DELIVERY TIME

- 9.1 Delivery shall take place at the agreed address and at the agreed time, in accordance with the applicable Incoterm Delivered Duty Paid (DDP), at the agreed location(s) of THUAS.
- 9.2 The 'Incoterms' as most recently adopted by the International Chamber of Commerce in Paris (ICC) are applicable.

- 9.3 THUAS may refuse to take delivery if orders are delivered too early. This will not entitle Vendor to charge THUAS any costs in this respect.
- 9.4 Delivery shall have taken place after THUAS has actually taken possession of the Goods and has signed for acceptance. As regards services the delivery shall have taken place when the services have been completed to the satisfaction of THUAS.
- 9.5 If the Goods, or part of them, are not delivered in time and parties fail to reach agreement on an extension of the delivery time, THUAS may rescind the Agreement or cancel the Purchase Order. The provisions of Article 17 will be applicable to such rescission/cancellation.
- 9.6 THUAS may alter the agreed place and time of delivery.
- 9.7 Each shipment shall be accompanied by a packing list specifying at least:
- Shipper (Vendor details)
 - INET number
 - Description of the goods
 - Quantities, dimensions, and weight
 - Name buyer, name department or service, room number
 - Delivery address

ARTICLE 10 INSPECTION, CONTROL AND TESTING

- 10.1 THUAS or its representatives may at any time and at any place inspect, control, or test the Agreed Performance, both at Vendor's and at Vendor's suppliers.
- 10.2 Vendor shall submit to THUAS all information and facilities necessary for carrying out the inspection, control or test.
- 10.3 If THUAS rejects the goods, THUAS shall be entitled, in addition to its rights and entitlements as specified in Article 10.1, to demand the execution, within a time to be stipulated by THUAS, of an Agreed Performance that does comply with the delivery requirements, without owing any additional costs. All costs incurred by THUAS or its representatives as a result of or in connection with repeated inspections or attending tests due to Vendor's failure to carry out the Agreed Performance shall be fully for the account and risk of Vendor.

ARTICLE 11 DOCUMENTATION AND MANUALS

- 11.1 Vendor shall furnish THUAS with all manuals and all relevant documentation, written in the Dutch language, in respect of the use of the Goods.
- 11.2 THUAS shall be entitled to use, copy, and distribute the above-mentioned documentation for its own use and that of its customers and/or the end user.

ARTICLE 12 OWNERSHIP AND RISK

- 12.1 The risk and ownership of the Goods shall pass to a person of THUAS authorised to accept this upon signing a declaration of receipt.

- 12.2 THUAS shall examine the Goods upon delivery. If THUAS rejects the Goods, or claims replacement of the Goods on good grounds, or rescinds the Agreement or cancels the Purchase Order, the Goods shall have been for the account and risk of Vendor from the outset.
- 12.3 Any retention of title invoked by Vendor shall be invalid. THUAS herewith Expressly rejects any such claim.

ARTICLE 13 INTELLECTUAL PROPERTY RIGHTS

- 13.1 All intellectual property rights related to the results of the Agreed Performance carried out by Vendor for the benefit of THUAS that may at any time and in any place be exercised are vested in THUAS. Under the Agreement, these rights will be transferred by Vendor to THUAS, which transfer THUAS accepts now for then.
- 13.2 Where the results as referred to in Article 13.1 are created with the use of already existing intellectual property rights that are not vested in THUAS, Vendor will grant THUAS a perpetual, non-exclusive right of use. Vendor warrants in this connection that he/she is entitled to grant such right of use.

ARTICLE 14 GUARANTEE

- 14.1 The Agreed Performance shall comply with the usual requirements of quality, soundness, usefulness, safety and durability. The Agreed Performance shall be in accordance with the agreed specifications and qualifications and shall be free of any errors in design, execution and/or materials and shall be fit for the purpose for which it is intended.
- 14.2 The Agreed Performance shall be guaranteed for a minimum period of twelve months. If the manufacturer, importer, supplier or agent offers a more inclusive guarantee in respect of the Agreed Performance, such guarantee will continue to apply in addition to the guarantee offered by Vendor.
- 14.3 All defects or imperfections detected by THUAS in respect of the Goods during the guarantee period shall be promptly and fully repaired, replaced or re-executed by Vendor. If Vendor fails to comply with the obligations within a reasonable period of time, or fails to do so promptly in urgent situations, THUAS shall be entitled to have the repair carried out by a third party and to charge the relevant costs to Vendor.

ARTICLE 15 INSURANCE/INDEMNITY

- 15.1 Vendor shall take out insurance to cover the relevant risks related to the Agreed Performance.
- 15.2 Vendor agrees to indemnify THUAS against any third-party claims in connection with the execution of the obligations under the Agreement.

ARTICLE 16 INVOICES AND PAYMENT

- 16.1 Vendor shall submit an invoice after completing the Agreed Performance or, where applicable, in accordance with the conditions of the Agreement of after the agreed express acceptance of the Agreed Performance by THUAS.
- 16.2 Services shall be provided at a total net price (in euro) as specified in the Agreement. Agreed Performances may also be carried out at a uniform rate as specified in the Agreement (in euro). These rates will include any travel and accommodation costs and travelling time.
- 16.3 The invoice shall preferably be submitted electronically, in the agreed template, to the THUAS FEZ department, via the e-mail address specified on the Purchase Order. The invoice shall specify, in addition to the statutory requirements:
- The name: Stichting HBO Haaglanden, attn. crediteurenadministratie
 - Buyer's name and department
 - Cost centre/Cost category
 - INET number
 - The Agreed Performance (quantity and/or amount and type)
- Where a special arrangement applies, e.g. a VAT reverse-charge mechanism or VAT exemption, this shall be specified on the invoice.
- 16.4 Invoices that do not meet the criteria of Article 16.3 will not be processed, will not be paid, and will be returned for completion. THUAS does not accept any obligation to pay interest or other compensation if the payment term is exceeded as a result.
- 16.5 All invoices are paid within 30 days of receipt of the invoice.
- 16.6 THUAS does not accept any credit penalty mark-ups, administrative expenses or handling costs. Payment does not constitute any waiver of rights.

ARTICLE 17 TERMINATION

- 17.1 Without prejudice to its right to compensation of any damage, THUAS may rescind the Agreed Performance, or part of it, without any liability on its part, by mere notification, without judicial intervention or notice of default, if:
- Vendor alters the composition or characteristics of the Agreed Performance or;
 - Vendor demonstrably fails to fulfil the obligations, or fails to do so properly or in time, or;
 - Vendor (partially) ceases his/her business operations (including an inability to fulfil the current obligations), or;
 - Vendor files an application for suspension of payments, or files for bankruptcy or a petition for bankruptcy is filed against Vendor, or;
 - the ownership of or control over Vendor is transferred to another party.
- 17.2 Vendor shall promptly notify THUAS if any of the provisions of Article 17.1 is or enters into force.

In the event of the above-mentioned articles THUAS shall be entitled:

- to return any Goods that were already delivered but that cannot or no longer be used to Vendor for Vendor's account and risk and claim repayment of any amounts already paid for these Goods;
- upon written notification to complete the Agreed Performance itself or have them completed by third parties, where necessary with the help of anything already performed by Vendor, either for an amount to be subsequently agreed or not;
- to demand payment of all claims THUAS may have or assert due to the termination, including any claim for damages, or to set-off its claims with any claims Vendor may have or assert against THUAS;
- to cancel the Agreed Performance, entirely or in part, in writing, at no cost or liability on the part of THUAS.

ARTICLE 18 LIABILITY AND FORCE MAJEURE

- 18.1 If Vendor culpably fails to perform the Agreement, including if Vendor exceeds an agreed delivery or completion time, Vendor shall be in default by operation of law, without any notice of default being required.
- 18.2 THUAS may at all times refuse to accept any performance once Vendor is in default.
- 18.3 If either of the parties is in default as a result of force majeure, compliance with the obligations by both parties will be suspended for a period of thirty (30) days.
- 18.4 Force majeure shall in any event not include: sickness or incapacity for work of any of the staff of Vendor or of his suppliers, who are employed by the party invoking force majeure in the performance of the Agreement; delays caused by suppliers; scarcity of materials; the impossibility to obtain the required permissions or permits; labour conflicts and/or strikes at Vendor's; and any illiquidity or solvency problems on the part of the Vendor.
- 18.5 Vendor may only claim force majeure if he/she notifies THUAS thereof in writing within five (5) working days of the commencement of such event, accompanied by the necessary evidence.
- 18.6 If Vendor is in default (either as a result of force majeure or not), THUAS reserves at all times the right to terminate the Agreement and/or to cancel a Purchase Order, without any liability on the part of THUAS.
- 18.7 Vendor shall be liable for any and all loss and damage THUAS suffers due to Vendor's failure to fulfil his/her obligations under the Agreement, or to do so in time, including without limitation loss arising from delays in the performance, or from suspension or termination of the Agreement.

ARTICLE 19 TRANSFER OF RIGHTS AND OBLIGATIONS/SUBCONTRACTING

Vendor is not entitled to transfer any of his/her rights or obligations under the Agreement to third parties or to subcontract same without the prior written permission of THUAS.

If and in so far as the Agreement is performed entirely or in part by one or more third parties, with the consent of THUAS, Vendor shall continue to be liable towards THUAS for compliance with the obligations under the Agreement. Vendor agrees to indemnify THUAS against any claims for compensation of damage brought by third parties engaged by Vendor.

ARTICLE 20 EMPLOYER'S OBLIGATION/PAYMENT OF INCOME TAX AND SOCIAL INSURANCE CONTRIBUTIONS

Vendor is obliged to comply with all of the obligations in respect of the staff he employs in the performance of the Agreement.

Vendor agrees to indemnify THUAS against any liability for the payment by Vendor of income tax and social insurance contributions.

ARTICLE 21 SECRECY

21.1 Vendor agrees to keep secret the existence, nature, and content of the Agreement and not to disclose anything in connection with the Agreement without the written permission of THUAS.

21.2 Vendor shall ensure that the obligation of secrecy imposed on employees and/or auxiliary staff shall continue after termination of the activities under the Agreement.

ARTICLE 22 GOVERNING LAW; DISPUTES

22.1 These Purchasing Terms and Conditions and all Agreements to which they are applicable entirely or in part are governed by and will be interpreted in accordance with Netherlands law, with the exclusion of the Vienna Sales Convention (ISG) and any other international regulations regarding the purchase of moveable tangible goods the operation whereof may be excluded by the parties.

22.2 Any disputes arising from or in connection with the Agreement or agreements related to it will, if it appears that they cannot be settled amicably, be submitted to the competent court in The Hague, The Netherlands.