

Hospital Equipment	General terms and conditions		
Issued by: Iwan van Vijfeijken	Effective Date: 22-6-2018	Rev. 001	Pg. 1 of 8
Approved: 22-6-2018 16:25 - Iwan van Vijfeijken	Approved: 22-6-2018 16:33 - Jelle Akkerman		

GENERAL TERMS AND CONDITIONS OF PURCHASE of the private limited company:**NOVUQARE HOSPITAL EQUIPMENT B.V.,****having it's registered office and principal place of business in Rosmalen, The
Netherlands,****filed with the registry of the Chamber of Commerce under number 12031381****1. Definitions**

In these general terms and conditions of purchase, hereinafter referred to as "Terms and Conditions", the following terms mean:

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| "Supplier" | : | any natural person or legal entity with whom Buyer concludes a Contract or negotiates about the conclusion of a Contract; this also includes any legal entity affiliated with the contracting legal entity which is involved in performing the Contract; |
| "Buyer" | : | the private limited company NOVUQARE HOSPITAL EQUIPMENT B.V. |
| "Contract" | : | any contract concluded between Buyer and Supplier, any change or addition thereto, as well as all related (juristic) acts, whether or not for the preparation or performance thereof; |
| "Products" | : | all goods and services which are the subject of a Contract, as well as all related work to be performed by Supplier. Products also include parts or appurtenances. |

2. Applicability

- 2.1. These Terms and Conditions apply to all requests, offers, orders and Contracts for the supply of goods and provision of services by Supplier to Buyer.
- 2.2. The applicability of any general or specific terms and conditions or stipulations of Supplier is expressly rejected by Buyer.
- 2.3. Changes or additions to any provision of these Terms and Conditions or a Contract shall apply only if these have been confirmed by Buyer in writing and shall relate only to the Contract in question.
- 2.4. If any provision of the Contract is in conflict with the provisions of these Terms and Conditions, the provisions of the Contract shall prevail.
- 2.5. If one or more provisions of these Terms and Conditions should be null and void or nullified, the other provisions of these Terms and Conditions shall remain fully applicable. In such a case, Buyer and Supplier will consult in order to agree new provisions to replace those which are null and void or nullified, whereby the purpose and tenor of the original provisions will be taken into consideration.

3. Conclusion of Contracts

- 3.1. A request for a quotation shall not be binding on Buyer and shall only count as an invitation to the Supplier to make an offer. Order confirmations from Supplier can be deemed as an offer by Supplier to enter into a Contract.
- 3.2. Any offer or quotation from Supplier must be valid for a period of at least six (6) months, unless the offer/quotation stipulates a longer validity period, and must be irrevocable during that period, regardless of any deviating contents of an offer from Supplier.
- 3.3. Any costs involved in making an offer shall be payable by Supplier.
- 3.4. In the event of obvious errors or contradictions between parts of the request for a quotation, Supplier must consult with Buyer before making an offer.
- 3.5. The documentation, information and/or (technical) specifications provided by Buyer for the making of an offer must be returned to Buyer free of charge if no Contract is concluded.
- 3.6. A Contract will be concluded only if and in so far as Buyer accepts an offer from Supplier in writing, for example by fax message or letter.
- 3.7. Quotations, documentation or samples will not be returned by Buyer, unless otherwise agreed in writing.
- 3.8. If the Buyer's order should deviate from the offer/quotation from the Supplier, the order from Buyer will be binding, unless Supplier indicates within 5 working days from the sending of the order that it does not accept the order.

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- 3.9. If Supplier's offer is accompanied by drawings, specifications, instructions, certification regulations and suchlike, these documents will be deemed as part of the Contract.
4. Quality warranties
- 4.1. Supplier warrants to Buyer that all Products delivered under the Contract:
- (a) comply with what was agreed regarding quantity, dimensions, weight, description and quality;
 - (b) comply in all respects with the descriptions and (technical) specifications as stated in the Contract or referred to in the Contract, as well as with other documentation, information and/or (technical) specifications provided by Supplier or Buyer, as well as with the other standards to which we refer;
 - (c) comply in all respects with all requirements set by national, international or supranational laws or regulations (including EU regulations) relating, among other things, to quality, environment, safety and health;
 - (d) are of marketable quality;
 - (e) do not contain any construction, manufacturing, material or design errors;
 - (f) are suitable for the use intended by Buyer; this means, for example that the Products must be complete and ready for use and that all parts, auxiliary materials, attachments, tools, spare parts, instructions for use and instruction booklets, which are necessary to achieve the purpose indicated by Buyer, must also be delivered;
 - (g) comply with the applicable national and international standard sheets, including the ISO, EN, and NEN sheets and CE guidelines.
- (g)....2. If the standards to which Buyer refers or instructions given by Buyer contain such obvious errors or defects that Supplier would not be acting in good faith if it were to go ahead and deliver the relevant Products without pointing this out to Buyer, Supplier shall be liable for all direct and indirect loss incurred by Buyer because of this.
- (g)....3. The warranties referred to in clause 4.1 must be given by Supplier in addition to any other warranties given explicitly by Supplier and in addition to any warranties under the law.
- (g)....4. If no guarantee period is agreed, a guarantee period of eighteen (18) months shall apply from the time the risk of the Products passes to Buyer. Supplier shall remain liable for hidden defects which do not become apparent until after the guarantee period expires.
- (g)....5. If the Products, irrespective of the results of any inspection, do not meet the warranties provided in clause 4.1, the provisions of clause 8.3 below will apply.
- (g)....6. Supplier shall bear the risk of Products handed over by Buyer to Supplier to meet a guarantee obligation during the period that the Products are at the Supplier's premises.
- (g)....7. If Products or parts thereof are modified, repaired or replaced on the basis of this article, the full guarantee period shall apply to these Products or parts.
- (g)....8. Products which do not meet the warranties provided in clause 4.1 may be returned to Supplier at Supplier's expense and risk after notification.
- (g)....9. By relying on the warranties with respect to repair or replacement as referred to in 4.5, Buyer shall not waive any right whatsoever to which it is entitled under these Terms and Conditions. The warranties given in clause 4.1 shall also be deemed to be given for the benefit of customers of Buyer and other users of the Products. Buyer shall also be able to rely on the warranties in clause 4.1 if inspection and acceptance of the Products by Buyer have taken place.

5. Inspection before delivery and identification

- 5.1. Supplier must at its own expense inspect and possibly certify and test all Products, including raw materials, work in progress and end products (regardless of where they are located) at all times before delivery in order to determine whether the Products comply with the Contract.
- 5.2. If after inspection, Supplier ascertains that the Products do not comply with the Contract wholly or in part, Supplier must notify Buyer of this immediately in writing and take those measures without delay which are necessary to enable the Products to comply with the Contract. If the delivery date is or threatens to be exceeded through this, the provisions of clause 7.8 shall apply.
- 5.3. Furthermore, Buyer shall be entitled at all times, during production, processing and storage as well as after delivery, to test and inspect the products (or have them tested and inspected). In this context, if requested, Supplier must allow Buyer or third parties engaged by it access to the production, processing or storage location. Supplier must cooperate in the

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inspection free of charge. Supplier must provide the necessary documents promptly and at its own expense. Costs made by Buyer will be for Buyer's account, unless the inspection results in non-acceptance of the Products because they do not comply with the Contract. In that case, the Buyer's costs made for the inspection referred to in this clause will be for Supplier's account. In all cases, Buyer must notify Supplier of possible rejection as soon as possible.

- 5.4. For the purpose of their identification, the Products must be labelled in accordance with the provisions of the Contract.

6. Packing, storage and transport

- 6.1. The Products must be packed properly and protected and transported in such a way that they reach their destination in good condition. The proper packing must be geared to the means of transport used. Any instructions of the Buyer must be followed. Supplier will remain responsible for the packing and transport, unless otherwise agreed in writing.
- 6.2. Supplier must observe any further requirements set by Buyer on the packaging and/or protection of the Products. In any case, the packing must comply with the statutory requirements.
- 6.3. All costs of packing, storage and transport of the Products until the time of delivery shall be payable by Supplier, unless explicitly agreed otherwise in writing.
- 6.4. All packing materials of Products shall become Buyer's property upon delivery of the Products. Buyer reserves the right to return packaging materials to Supplier at the latter's expense and risk against crediting of the costs charged by Supplier to Customer for the packaging materials.
- 6.5. Shipments which do not apply to articles 6.1 and 6.2, can be refused by Buyer.

7. Delivery and delivery period

- 7.1. Delivery must be made to an address indicated by Buyer.
- 7.2. Delivery must be made to the address indicated by Buyer and at the agreed time and in accordance with the agreed Incoterm in conformity with the most recent version of the Incoterms of the International Chamber of Commerce in Paris which is applicable at the time of conclusion of the Contract. Delivery must take place in accordance with the prevailing Incoterm DDP (Delivery Duty Paid), unless explicitly agreed otherwise in writing.
- 7.3. With each batch of Products delivered, Supplier must enclose a clearly readable packing list, on which at least the following information is listed:
1. Supplier's name/address
 2. Buyer's name/address
 3. Delivery date
 4. Buyer's purchase order number
 5. Buyer's article numbers
 6. Description of the article
 7. Number ordered
 8. Number delivered
- Each separate packet of Products must have a specified statement of the contents. The Supplier must also enclose a bill of lading with corresponding order and/or contract numbers.
- 7.4. Unless explicitly agreed otherwise, Supplier is not entitled to make partial deliveries and/or deliver more or less.
- 7.5. The agreed delivery period is a deadline. If delivery is not made in good time, Supplier shall be in default without further notice of default. If this delivery term is exceeded, Buyer shall be entitled to dissolve the Contract, and Supplier shall compensate Buyer for any and all loss incurred, without prejudice to Buyer's other rights.
- 7.6. If a delivery time is agreed, Buyer shall be entitled to refuse delivery before that time.
- 7.7. Buyer may at any time change the delivery address and/or extend the delivery time. If the delivery time is changed, Supplier must keep the Products separately and as recognisable property of Buyer, protect them and take any measures necessary to prevent deterioration of their quality, until the Products have been delivered. Unless a change of the delivery address or delivery time entails substantial additional costs for the Supplier, a change for Buyer shall not entail any additional costs. If a change of the delivery address or delivery period entails

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- substantial additional costs, Supplier must inform Buyer of this in advance.
- 7.8. If the Products ordered by Buyer cannot be delivered promptly, the Supplier must notify the Buyer of this in writing as soon as possible. If Supplier is unable to deliver the Products ordered promptly, Buyer shall be entitled to dissolve the Contract, without Buyer being liable to pay Supplier any compensation. In that case, Supplier must also compensate Buyer for the loss to be incurred by Buyer because of Supplier's inability to meet the agreed delivery period. None of this shall affect Buyer's other rights in relation to the exceeding of the delivery time.
- 7.9. If Buyer's staff assist in the unloading, this shall be done on the responsibility and at the risk of the Supplier.
8. Inspection upon delivery and acceptance
- 8.1. The delivered Products shall be accepted subject to approval, if the Products visually comply with what was agreed. Neither taking delivery nor payment of the Products shall mean acceptance by Buyer.
- 8.2. If upon or after delivery, the Products prove not to comply wholly or partially with what was agreed, including the provisions of Article 4, the Products shall be deemed not to have been accepted by Buyer and Buyer shall notify Supplier in writing that the Products are not accepted.
- 8.3. At Buyer's discretion, without any notice of default being required, Supplier must replace or credit Buyer for the Products which do not comply with the Contract or meet the warranties referred to in Article 4, within 5 working days of notification of the defect, at its own expense, without prejudice to Buyer's other rights. In urgent cases and, in addition, if it must reasonably be assumed after consultation with the Supplier that the Supplier will not provide for repair or replacement in good time, properly or at all, Buyer shall be entitled at the Supplier's expense and risk to make the repair or replacement itself or have this done by third parties, without prejudice to Buyer's other rights.
- 8.4. Any additional costs of providing for repair or replacement, such as transport costs, assembly or disassembly costs, travel and accommodation expenses and the like shall be for the Supplier's account.
- 8.5. If the quantity of Products delivered exceeds the quantity indicated in the Contract, Buyer shall keep these at Supplier's expense and risk and/or return them at Supplier's expense and risk. If Buyer keeps the Products, Buyer shall notify Supplier of this as soon as possible and await instructions from Supplier.
- 8.6. Acceptance as referred to in this article shall not prevent subsequent reliance by Buyer on defects in the Products or non-compliance by Supplier with its obligations.
9. Transfer of title and passing of the risk
- 9.1. Transfer of title shall take place as soon as Buyer has taken delivery of the Products. The risk of the Products shall pass to Buyer upon acceptance as referred to in Article 8.
- 9.2. In departure from the provisions of clause 9.1, in the case referred to in clause 7.7, Buyer shall acquire the title to the Products at the time when they are stored for Buyer's benefit. The risk of the products shall, however, remain with Supplier until acceptance after delivery.
- 9.3. If advance payment has been agreed on what Buyer owes under the Contract, all materials, raw materials, semi-finished products and tools which Supplier uses to perform the Contract or which are intended for such purpose, as well as all Products (being processed) shall become Buyer's property at the time of advance payment. To the extent necessary, Supplier declares in advance to transfer the title to all those goods to Buyer at the time Supplier receives the advance payment.
- 9.4. From the time Supplier receives the advance payment, it must keep all goods referred to in clause 9.3 for Buyer, and Supplier must individualise all these goods satisfactorily for Buyer and keep them separate from all other goods. The risk of the Products shall remain with Supplier until delivery.
10. Price and payment
- 10.1. Supplier may not raise the agreed prices. Supplier must at all times strive to reduce costs and pass this reduction on to Buyer. The prices are exclusive of turnover tax. All costs, including in any case import and export duties and excise duties, all other charges or taxes imposed or levied in relation to the Products, costs involved in the testing/inspection of the

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Products, storage costs, costs of proper packing and transport and delivery to the place of delivery, as well as additional costs involved in performing the Contract, shall be included in the agreed price.

- 10.2. Unless otherwise agreed in writing, all prices are to be stated in Euro.
- 10.3. Buyer shall not owe possible costs of additional work not provided for in the Contract unless Buyer has accepted them in writing for the performance of this additional work. If payment for additional work is agreed, these costs must be carefully specified.
- 10.4. On invoices sent by Supplier for the Products, Supplier must give a description of the Products and, in particular cases, quote an order number and article number used by Buyer. Invoices must meet the requirements set pursuant to the Turnover Tax Act.
- 10.5. Buyer shall refuse invoices without signed delivery slips.
- 10.6. Unless explicitly agreed otherwise in writing, payment of the invoices must be made within sixty (60) days of receipt of the invoices or, if this is later, after acceptance of the Products as referred to in Article 8.
- 10.7. Failure to comply with the requirements set in this article on invoices may result in a delay in payment. In case of such a delay in payment, Buyer shall not be in default in any way and Buyer shall not owe any interest and/or damages.
- 10.8. Buyer may at any time set off any amount owed to Supplier under this Contract against the amounts Supplier owes to it, whether or not due and payable.
- 10.9. Buyer shall at all times be entitled to suspend its payment obligations if Buyer complains about the quality, quantity or the price of the goods delivered.
- 10.10. Buyer shall not be obliged to make any advance payment, unless explicitly agreed otherwise. When Buyer makes advance payments, a bank guarantee for the Buyer's benefit must be provided according to a model furnished by Buyer.
- 10.11. Payment by Buyer shall not in any way entail a waiver of rights.

11. Liability and indemnification

- 11.1. Supplier shall be liable for all losses (including (extra)judicial costs) which can arise in connection with the performance of obligations under the Contract. This includes in any case all damage caused to or through the Products or services delivered or through errors by the Supplier, its personnel or other natural persons or legal entities engaged by Supplier. The liability extends also to damage to goods of Buyer or third parties, trading loss and other direct or indirect losses incurred by Buyer or third parties.
 - 11.2. The Supplier indemnifies the Buyer for all claims of third parties, including the Buyer's personnel, for compensation of all losses in any form incurred by these third parties, which losses are directly or indirectly related to the Products delivered by the Supplier or otherwise to the performance of obligations under the Contract.
 - 11.3. The provisions of clause 11.1 are also to be deemed as a third-party clause within the meaning of Book 6, Section 253 of the Dutch Civil Code (*BW*). The clause may not be revoked by Supplier and shall apply by gratuitous title for the benefit of any third party.
 - 11.4. Except in the event of loss due to a wilful act or omission or gross negligence on the part of Buyer, Buyer shall not be liable for any loss on the part of Supplier, its personnel or a third party whom Supplier involves in the performance of the Contract.
- 11.5. Any liability of Buyer shall be limited in all cases to the payment made under the Buyer's Third-Party Liability Insurance.

12. (Extra)judicial costs

- 12.1. If Supplier is required under these Terms and Conditions to pay damages or to make any other payment, it shall also be required to pay the extrajudicial costs if it should fail to pay upon first demand. The extrajudicial costs mean the reasonable costs Buyer had to incur to obtain settlement out of court. If Supplier should fail to pay a sum of money promptly, it shall forfeit an immediately due and payable penalty of 15% on the amount still due. This shall be subject to a minimum of € 250. If Buyer has incurred higher costs, which were necessary in all reasonableness, these shall also qualify for compensation.
- 12.2. Any reasonably incurred court and execution costs shall also be for Supplier's account.
- 12.3. Supplier shall owe interest on the costs incurred.

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13. Insurance

- 13.1. Supplier must at its own expense insure its liability risks in the broadest sense and keep them insured.
- 13.2. The policy conditions must stipulate that insurers are irrevocably entitled to compensate Buyer and/or third parties indicated by Buyer directly. At Buyer's request, Supplier must have Buyer named as beneficiary in the insurance policy/policies.
- 13.3. At Buyer's request, Supplier must allow it to inspect the insurance policy/policies and the proof that the insurance premiums have been paid.
- 13.4. If Supplier is not able to proof that the insurance premiums have been paid, Buyer reserves the right to close down an insurance, on cost of the Supplier.

14. Default/dissolution

- 14.1. Any period agreed for the fulfilment of an obligation by Supplier is a deadline. By exceeding such a period, Supplier shall be in default without further notice. Requests addressed to Supplier still to fulfil an obligation shall not affect this.
- 14.2. In a case as mentioned below, Supplier shall be deemed to be in default by operation of law and Buyer shall be entitled to dissolve the Contract wholly or in part without further notice of default or judicial intervention, without Buyer being liable for any damages and without prejudice to other rights to which Buyer is entitled:
 - in the case referred to in clause 14.1, and if Supplier fails to perform any other obligation under the Contract fully and/or promptly;
 - if it is already evident before expiry of the agreed delivery time that the Supplier will not be able to fulfil its obligations on the basis of circumstances, whether or not attributable to Supplier;
 - if Supplier fails to fulfil another obligation despite written warning;
 - if Supplier or the party who has provided a guarantee or security goes into liquidation, discontinues its business operations or passes a resolution for liquidation or discontinuation, or in the event of (an application for) insolvency or suspension of payment;
 - if Supplier's company is taken over or any similar situation occurs, in so far as Buyer is reasonably of the opinion that this circumstance entails a substantial increase in its risks;
 - if Supplier fails to provide the security requested by Buyer as referred to in clause 14.5
 - if attachment is levied against Supplier and this is not lifted within ten working days.
- 14.3. In each of the cases referred to in clause 14.2, all claims of Buyer against Supplier shall be immediately due and payable in full.
- 14.4. In the event of full or partial cancellation, Supplier must refund any down payments, advance payments, guarantee sums and suchlike to Buyer without delay, without Supplier being able to rely on set-off. In that case, any security deposits made by Buyer must also be released immediately.
- 14.5. During the performance of the Contract, Buyer shall be entitled to suspend the performance of its obligations until the Supplier, at the request and to the satisfaction of Buyer, has provided adequate security for the performance of all its obligations under the Contract, these Terms and Conditions or the law.
- 14.6. The provisions of this article shall not affect Buyer's (other) rights under the law, the Contract and these Terms and Conditions.

15. Force majeure

- 15.1. If it should become evident before or during the performance of the Contract that Buyer is unable to purchase as a result of force majeure, Buyer shall then be entitled to suspend its purchasing or dissolve the Contract.
- 15.2. Force majeure within the meaning of clause 1 of this article means any circumstance beyond Buyer's control through which Buyer is prevented from making Buyer's normal purchases. Circumstances constituting such force majeure shall in any case include total or partial destruction of Buyer's company, government measures, natural disasters (threat of) war etc.

16. Termination otherwise than as referred to in articles 14 and 15

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- 16.1. Aside from the cases indicated in articles 14 and 15, Buyer shall be entitled at all times to terminate the Contract in the interim, stating the reasons and against payment for all Products already delivered by Supplier, plus a reasonable reimbursement of the costs Supplier has had to (will have to) incur as a result of non-performance of (the rest of) the Contract. Such reimbursement shall, however, be limited at all times to the cost price of the Products, possibly plus the costs of tooling.
17. Property made available by Buyer
- 17.1. The tooling (including moulds/dies, models etc.) for the production of the Products, and other items of property made available by Buyer to Supplier (such as drawings, models, designs, tools, equipment or other materials) shall remain the Buyer's property, unless otherwise agreed in writing. All costs involved in the design, production etc. of the tooling shall be for Buyer's account, unless otherwise agreed in writing.
- 17.2. Supplier must use the items of property made available by Buyer with due care. Supplier must carry out the customary maintenance. Supplier may use the items of property made available only for the performance of the Contract. Supplier is not permitted to use these items of property for the benefit of third parties.
- 17.3. The Supplier must keep these items of property for Buyer separately from property belonging to it or third parties. Supplier shall be responsible for making the Buyer's property recognisable as property of the Buyer.
- 17.4. If materials from Buyer are processed in goods of Supplier, the title to the newly formed goods shall be vested in Buyer.
- 17.5. All items of property referred to in this article must be returned in the same condition after the Contract has been performed.
- 17.6. Until the items of property referred to in this article have been returned to Buyer, they shall be at Supplier's risk and the latter must properly insure these items of property.
- 17.7. Supplier must check the completeness and accuracy of drawings, specifications and other documents made available to it by Buyer for the performance of the Contract.
- 17.8. Supplier must inform Buyer in writing as soon as possible of any inaccuracies in the aforementioned documents. Supplier must have proposals sent to Buyer for improvement or adjustment. The improvement or adjustments shall become part of the Contract after written approval by Buyer.
- 17.9. If Supplier does not make its objections to this known to Buyer in writing within 2 weeks, it shall be deemed to have approved the documents and Supplier may not subsequently rely upon their inaccuracy or incompleteness.
18. Intellectual property rights
- 18.1. Intellectual property rights in products developed by Supplier specifically for Buyer shall be vested in Buyer, or shall be assigned to Buyer upon its first demand. If Supplier infringes these rights or other intellectual property rights owned by Buyer, or allows them to be infringed, Supplier shall then owe an immediately due and payable penalty, not subject to (judicial) mitigation, of € 25,000 per infringement and per calendar day that such an infringement continues, without prejudice to Buyer's right to damages.
- 18.2. In cases other than those referred to in clause 18.1, Supplier grants Buyer a worldwide, non-exclusive and irrevocable licence to any intellectual property rights relating to the Products. The fee for these rights shall be included in the price of the Products.
- 18.3. If a deed proves to be necessary or desired for the assignment of intellectual property rights as referred to in clause 18.1 or the granting of a licence as referred to in clause 18.2, Supplier must assist in effecting such a deed.
- 18.4. Supplier warrants that the Products it delivers do not infringe intellectual property rights of third parties. Supplier must indemnify Buyer against any and all claims of third parties which are based on any (alleged) infringement of such rights. Supplier must compensate Buyer for all costs, losses and interest resulting from any infringement.
19. Service activities/Spare parts
- 19.1. If the Contract stipulates that Supplier must supply spare parts or perform service activities, Supplier must be able to provide these spare parts or perform these service activities for a

- period of seven (7) years from the date of final delivery as referred to in Article 7.
- 19.2. Should Supplier foresee that it will not be able to supply spare parts or perform service activities for the period referred to in clause 19.1, it must notify Buyer to this effect immediately, but in any case six (6) months before the delivery of the spare parts or performance of the services activities is discontinued.
- 19.3. Confidentiality/information
During as well as after the performance of the Contract, Supplier must maintain the strict confidentiality of everything it comes to know in the performance of the Contract in relation to the business and interests of Buyer.
- 19.4. Supplier must keep confidential all data and/or information of Buyer which it acquires in the context of the Contract and use it only for the performance of the Contract. Supplier must disclose such data and/or information only to the employees involved in performing the Contract and require them to keep the aforementioned data and/or information confidential. In so far as Supplier - after obtaining Buyer's permission to do so - engages third parties in the performance of the Contract, it must only disclose the aforementioned data and/or information to those third parties after they have undertaken in writing to keep the data and/or information confidential under the same conditions.
- 19.5. If the provisions of clauses 20.1 and 20.2 are breached, Supplier shall forfeit to Buyer an immediately due and payable penalty, not subject to (judicial) mitigation, of € 10,000 per occurrence and of € 1,000 per day that the breach continues, which penalty shall not serve to reduce Supplier's liability for damages.
20. Changes
20.1. Supplier shall only be entitled to make or implement changes to the performance of the Contract, including changes in product specifications, with prior written permission from Buyer. Buyer shall be entitled at all times, in consultation with Supplier, to change the quantity and/or specifications of the goods to be delivered. Buyer shall confirm changes in writing.
- 20.2. If a change desired by Buyer has consequences for the agreed price and/or the agreed delivery time, Supplier and Buyer shall consult immediately after obtaining knowledge of the desired change. If Supplier implements the desired changes just like that, the agreed price and delivery time shall remain applicable.
21. Assignment of rights and obligations and contracting out
21.1. Supplier must not assign or pledge rights and/or obligations referred to in the Contract to third parties without written permission from Buyer.
- 21.2. Supplier must not have (any part of) the Contract performed by a third party without (written) permission from Buyer.
- 21.3. The permission referred to in clauses 22.1 and 22.2 shall not release Supplier from any obligation and/or liability under the Contract.
22. Choice of law and court with jurisdiction
22.1. These Terms and Conditions, as well as the Contract, shall be governed exclusively by Dutch law.
- 22.2. Applicability of the Vienna Sales Convention 1980 (CISG) is expressly excluded.
- 22.3. Any disputes arising on the basis of or in connection with the Contract or these Terms and Conditions shall be subjected to the decision of the court with jurisdiction in 's-Hertogenbosch, on the understanding that Buyer shall have the right to bring claims against Supplier before other courts of justice which have jurisdiction to hear such claims.