

16.9 Buyer's approval or permission granted to Supplier, whatever the circumstance, as well testing and inspections as referred to in these terms and conditions, does not release Supplier from its obligations under the Agreement. Any testing and/or inspections of Goods in accordance with the provisions of this article 16 shall not constitute delivery or acceptance.

Article 17. Application Materials for Export

17.1 If Buyer has indicated the country of final destination, Supplier is obliged, prior to accepting the order, to investigate whether the Goods to be delivered, processed or otherwise, may be exported to Buyer's final destination and shall be responsible for the provision of any export permits required.

17.2 If Supplier finds that the Goods to be delivered, processed or otherwise, may not be exported to the final destination specified by Buyer, Supplier shall immediately inform Buyer in writing.

17.3 In that case Supplier is liable for any damage or loss suffered by Buyer or by third parties by Supplier's inability to meet its obligation to deliver the Goods.

17.4 Supplier indemnifies Buyer of any third party claims for compensation for damages or loss on the basis of liability as referred to in paragraph 3 of this article.

Article 18. Packaging

18.1 Supplier ensures proper packaging, as well as security and transport of the Goods in order to reach its final destination in good condition and unloading can take place safely.

Article 19. Health, safety and the environment

19.1 Supplier and its employees, as well as third parties engaged by Supplier are required to ensure the legal safety, health and environmental regulations. Also any company regulations and rules regarding safety, health and the environment of Buyer must be complied with. A copy of these rules and regulations is made available to Supplier immediately at its request.

19.2 Buyer has the authority to deny Supplier's personnel access to the company site/object and/or to remove them from the site if the rules and regulations referred to in this article are not complied with. In that case Supplier is obliged to replace the immediately.

19.3 Supplier is not authorized to store and/or to use hazardous and/or harmful substances on Buyer's premises/property, unless Buyer has given prior written consent. If Buyer grants such consent, Supplier must provide Buyer with the safety data sheet of the substances in question.

19.4 Supplier must at all times ensure the disposal of its own waste, including chemical waste and packaging. With the removal of chemical waste Supplier undertakes to issue each time a declaration indicating the toxic properties of the product being removed.

19.5 Supplier is liable for and indemnifies Buyer of all damage or loss suffered by Buyer or by third parties, caused by storage, use, distribution, processing and/or inaccurate packaging of hazardous and/or harmful substances.

19.6 It is the responsibility of Supplier to investigate whether delivered Goods must be provided with a corresponding safety data sheet. If the Goods to be delivered must be provided with a safety sheet, Supplier is required to send the most recent version of the relevant safety data sheet upon confirmation of the order. In addition, the relevant safety data sheet must also be physically present on the delivered Goods at the time of delivery and will be considered as part of the delivery (see also article 7.7).

19.7 As soon as Supplier issues an update of an applicable safety data sheet, Supplier is obliged to provide a copy to Buyer without delay.

19.8 Even after termination of the Agreement, Article 19.7 remains in force for a period of 10 years.

19.9 Goods which are subject to CE marking must not only be marked with a CE marking but a CE declaration must also be provided to Buyer at all times, as a fixed part of the delivery.



19.10 All costs (both directly as indirectly) arising from non-compliance with Article 19.6 to 19.9 are borne by Supplier.

Article 20. Disputes and applicable law

20.1 Disputes between parties, including those considered by only one of the parties as such, will be resolved as much as possible by means of good consultation.

20.2 If parties fail to resolve the dispute, the dispute will be settled by the competent court in the North Holland district, in which Buyer's business is located.

20.3 The Agreement, which is covered by these Purchase Conditions, is governed solely by Dutch law. Foreign legislation and treaties such as the Vienna Convention are excluded.

Article 21. Staff

21.1 Any personnel engaged by Supplier in the execution of the Agreement will comply with the requirements imposed by Buyer and, in the absence thereof, meet the general requirements of professional competence, skills and expertise.

21.2 If Buyer is of the opinion that personnel is insufficiently qualified, Buyer shall be entitled at all times to order removal of the such personnel and Supplier is obliged to provide immediate replacement without additional costs to Buyer, with due regard for paragraph 1 of this article.

21.3 Supplier shall not be authorised, without prior written consent of Buyer, to make use of the (temporary) workers provided by Buyer.

21.4 If the Agreement relates to the execution of work or the provision of Services, Supplier shall provide Buyer with a written statement, prior to commencing the activities, of the personnel who shall be engaged by the Supplier, specifying their name, address, date of birth and citizen service number together with a copy of a valid ID, as well as all legal documents, and all other information requested by Buyer in relation to this personnel. Changes to this information shall also be communicated to Buyer immediately.

21.5 Third parties involved by Supplier for the execution of the Agreement are considered part of Supplier's personnel and therefore these conditions apply to them too.

Article 22. Work on the company premises/object

22.1 Object is understood to mean all Goods produced by and/or on behalf of Buyer, which are not on its company premises.

22.2 Prior to commencement of the Agreement, Supplier must make sure it is aware of the circumstances on the company premises/object where the work is to be carried out and which may have an impact on the performance of the Agreement.

22.3 Any costs of delay in the execution of the Agreement or other costs caused by circumstances as referred to above, are at Supplier's expense and risk.

22.4 Supplier and any sub suppliers are obliged, at all times:

- a) to perform the work they are executing well and properly and in accordance with the provisions of the Agreement;
- b) Only to follow the orders and instructions given by Buyer;
- c) To have their agents in principle available on the company site/object during working hours, whereby their absence, replacement and accessibility are settled in consultation with Buyer;
- d) To have and, at the first request of Buyer, show documents that are required of them by law.
- e) To submit to Buyer a weekly record of the man hours and name of all staff employed by Supplier from week to week;
- f) To comply strictly with all its obligations towards the staff employed by Supplier;



- g) to provide Buyer, at Buyer's first request, with a copy of a recent declaration concerning its payment performance from the Dutch Tax Administration, as referred to within the framework of the Dutch Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act;
 - h) To operate solely in a manner that complies with the provisions of the Artificial Constructions Law (WAS) and the applicable additions thereto. Supplier's sub suppliers must also comply with the terms of the WAS. Supplier indemnifies Buyer of any claims that the Dutch Tax Administration will impose on the Goods delivered to Buyer under the WAS.
 - i) To ensure that all obligations imposed on workers in the context of the Foreign Employment Act are timely and correctly complied with. Supplier indemnifies Buyer for the possible consequences of any administrative fine in the event of a failure to comply with the obligations imposed.
 - j) To refrain from submitting any quotations or offers to Buyer and/or Buyer's End user for extensions or changes to Buyer's work;
 - k) The provisions of paragraph h of this article also apply to the delivery of Goods for replacement on the object (so-called spare parts delivery);
 - l) To indemnify Buyer against any claims, for any reason whatsoever, by the personnel they have engaged, except in the event of intent or gross negligence on the part of Buyer's representatives and/or executives appointed with Buyer and to take out appropriate insurance against such liability.
- 22.5 Supplier shall ensure that the staff employed by him on Buyer's company premises/object wears industrial clothing, with the company name clearly visible, as well as personal protective equipment.
- 22.6 Supplier shall ensure that its presence and the presence of its personnel on Buyer's company premises/object does not impede the undisturbed progress of Buyer and third party's activities. Supplier and its staff are obliged to comply with the instructions given by the company's management and supervisory staff of Buyer.
- 22.7 Execution of the agreed work must be done within Buyer's normal working hours.
- 22.8 The execution of the work outside of the normal working hours of Buyer shall be permitted only after prior written consent of Buyer.
- 22.9 Storage of material on the company premises/object is at the expense and risk of Supplier and only after the prior written consent of Buyer. Supplier may not store any material on Buyer's company premises/object other than, in the opinion of Buyer, is necessary for the execution of the Agreement.

Signed at the Chamber of Commerce in Amsterdam and to download directly from www.verhoef.eu

The Dutch version of these General Purchase Conditions is guiding and decisive in the interpretation of the text.
Version 1.0 dated February 2, 2017

