



GENERAL PURCHASING CONDITIONS (SUPPLIES AND SERVICES) OF THE UNIVERSITY OF GRONINGEN

SUPPLIES AND SERVICES – GENERAL

Article 1 Definitions

- 1.1 Client: the University of Groningen, user of these General Purchasing Conditions.
- 1.2 Contractor: the other party in the agreement with the Client.
- 1.3 Agreement: The agreements set out in writing between the Client and the Contractor.
- 1.4 Supply: to put one or more Items into the possession or control of the Client and, where relevant, to install/assemble these Items.
- 1.5 Parties: the Client and the Contractor
- 1.6 Items: physical items to be supplied.
- 1.7 Services: all work carried out by the Contractor for the Client, other than work pursuant to an employment contract, that does or does not include the supply of Items, with the exception of services within the meaning of the General Purchasing Conditions for buildings, extensions and alterations.

Article 2 Applicability

- 2.1 The General Purchasing Conditions apply to all agreements (relating to tenders, acceptances or requests for quotations) whereby the Contractor provides the Client with Items and Services, insofar as these do not relate to projects within the meaning of the General Purchasing Conditions of the University of Groningen for works and related supplies and services for buildings, extensions and alterations.
- 2.2 By accepting the Contract or entering into the Agreement, the Contractor agrees to the applicability of these General Purchasing Conditions.
- 2.3 Different or additional general terms and conditions or other stipulations to which the Contractor refers in its tender, order confirmation, correspondence, invoice or other communications will not apply.
- 2.4 Special contractual commitments agreed in writing take precedence over these General Terms and Conditions.

Article 3 Tender: Process

- 3.1 A quotation, price estimate or other offer constitutes an irrevocable offer.
- 3.2 Unless the Client stipulates otherwise, all calls for tenders, requests for quotations and price estimates are free of obligation.
- 3.3 The Client is bound to an order it has placed only if the order has been placed or confirmed in writing by an authorized employee of the Client, or if there is a signed Agreement authorized by the Parties.



- 3.4 In the event that the Contractor issues a quotation, price estimate or other offer to the Client or performs a service or prepares to do so before having received a written order or order confirmation from the Client within the meaning of Article 3.3, the Contractor does so at its own risk and expense, and may not charge the Client for this.

Article 4 Prices

- 4.1 Unless agreed otherwise in writing, all agreed prices will be exclusive of VAT, none of the prices may be changed unilaterally, and will be inclusive of all costs, levies and other taxes relating to the implementation of the Agreement, including the costs of transport, insurance, packaging and any removal of packaging by the Contractor, and any costs relating to import and export.
- 4.2 Prices will be fixed, unless the Agreement specifies circumstances that may lead to price adjustment and stipulates how the price will be adjusted.

Article 5 Billing and payment

- 5.1 The Contractor must submit all invoices to the Client (crediteuren-FSSC@rug.nl) as non-editable PDF files, stating the job number provided by or on behalf of the Client and a statement confirming that an instalment or a payment is due. Invoices must meet statutory requirements and must include the creditor number, job/order number and (in an appendix if necessary) a precise specification of the Items supplied or the Services rendered. Invoices that do not comply with these requirements will not be processed or paid.
- 5.2 Unless otherwise agreed in writing, correct invoices will be paid, including VAT if applicable, no later than 30 days after the Client has received them and approved the Items supplied or the Services rendered.
- 5.3 Payment by the Client does not in any way imply a waiver of rights and does not discharge the Contractor from any obligation or liability.

Article 6 Performance: Warranty and Safety

- 6.1 The Contractor will execute the Agreement entered into with the Client promptly and without deviation.
- 6.2 The Items supplied and the Services rendered will be in accordance with the Agreement, have the agreed characteristics, be fit for the purpose for which they are intended and be of good quality or, respectively, meet reasonable standards of competence. Items supplied must also meet statutory requirements, including safety requirements.
- 6.3 The Contractor must under no circumstances deviate from the requirements specified in the Agreement or depart in any other way from the specifications, without the prior written permission of the Client.
- 6.4 For the duration of the agreed warranty period or, if no such period has been agreed, of the warranty period that usually applies in the sector, the Contractor guarantees the absence of any visible or non-visible defects for a period of one (1) year. The warranty period will be extended by a period equal to the period or periods during which the Items have not been used or could not be fully used due to a breach by the Contractor as referred to in this provision. New warranty periods equal to those referred to above will apply to Items supplied as replacements and to components of those Items that have been replaced or repaired.
- 6.5 If a defect arises during the warranty period, the Client will be entitled either to return the Items and to demand immediate repayment of the sum paid for those Items, or to require the Contractor, at its own risk and expense and at the Client's first request, to repair any defects appearing during the warranty period and/or replace the Items or faulty components of the Items, without prejudice to the Client's right to



compensation for any further damage/losses (including consequential damage/losses) and damage/losses suffered by third parties.

- 6.6 In the event that the Contractor fails to meet its warranty obligations, or does not do so promptly, the Client is entitled to carry them out or arrange for them to be carried out at the Contractor's expense. If the Client exercises this right, it must notify the Contractor in writing.
- 6.7 In executing the Agreement, the Contractor will comply with all legal provisions – of whatever description – applied by the inspection authorities which must be observed in connection aspects such as quality, environment, and health and safety.
- 6.8 When providing services or carrying out work at the premises of the Client or of third parties, the Contractor must always observe the relevant safety regulations, including rules set by the Client or third parties.
- 6.9 Any staff and/or assistants engaged by the Contractor for the execution of the Agreement must meet any special requirements set by the Client or, if there are no such requirements, the general requirements of professional competence and expertise.
- 6.10 When executing the Agreement, the Contractor will comply with the relevant legislation and regulations, including any Collective Labour Agreements that may exist.
- 6.11 The Contractor must keep transparent and accessible records of all agreements relating to terms and conditions of employment made in the context of the execution of the Agreement.
- 6.12 When requested, the Contractor must allow authorized bodies access to these terms and conditions of employment without delay and must cooperate in audits, checks and wage validation. When requested, the Contractor must allow authorized bodies access to these terms and conditions of employment without delay if the Client considers this necessary with regard to preventing or dealing with an action to recover back wages for work carried out under the Agreement.
- 6.13 The Contractor must impose the obligations of the previous paragraphs in full on all parties with whom it enters into contracts for the execution of the Agreement and must also emphasise that these parties then impose the obligations in full on all parties with whom they in turn enter into contracts for the execution of the Agreement.

Article 7 Waste processing

- 7.1 The Contractor is obliged to remove and process, free of charge, packaging and all other waste that is generated during installation or in the provision of services and maintenance relating to the supplies. The Contractor must guarantee that packaging will be processed in an environmentally responsible manner when it reaches the end of its life cycle.

Article 8 Intellectual property

- 8.1 The Contractor guarantees that the provision of the agreed supplies, services or works and the normal use thereof, all in the broadest sense, will not infringe any patent right, copyright, trademark right, design right or any other intellectual property rights. The Contractor indemnifies the Client against claims of this nature.
- 8.2 All industrial and intellectual property rights to or in connection with Items or work processes specifically designed and/or manufactured for or on behalf of the Client, and to the drawings, texts, models, manuals, samples, aids, calculations, software and other documents and data carriers made or used by the Client or the Contractor will belong to the Client. The Contractor undertakes, to the extent necessary, to cooperate



with the transfer of the intellectual property rights referred to above and will, after completion of the Contract, hand over any auxiliary materials to the Client. The Contractor will not use the data, Items and work processes referred to above for any other purpose than to implement the agreement with the Client and will not make any copies of them without written permission from the Client.

Article 9 Confidentiality

- 9.1 The Contractor must not disclose, in any way, any of the information received during the execution of the Agreement, if said information is known to be confidential or should reasonably be assumed to be confidential, except in situations in which disclosure is required by a statutory regulation or court ruling.
- 9.2 The Contractor is entitled to use confidential information and data that:
- a. are already in its possession and not subject to any duty of non-disclosure
 - b. have been developed independently by the Contractor
 - c. have been obtained from a source other than the Client and are not subject to any duty of non-disclosure
 - d. are generally available at the time of receipt or subsequently become generally available without the Contractor playing any role, or
 - e. are made known to another party by the Client without any duty of non-disclosure.

Article 10 Liability

- 10.1 Product liability for Items supplied or used, whether processed or not, rests entirely with the Contractor. The Contractor indemnifies the Client against third party claims arising from or relating to the Items supplied or used and/or Services rendered by the Contractor.
- 10.2 The Contractor is liable for and indemnifies the Client against any claims by third parties with regard to losses directly or indirectly resulting from culpable failure to fulfil obligations to the Client or from unlawful acts or omissions by the Contractor. The Contractor will vouch for the acts and omissions of its staff and those of third parties engaged in the execution of the agreement as if they were its own.
- 10.3 The Contractor is liable for professional errors, failures, such as mistakes, negligence, omissions, defaults, incorrect advice, which a professional and careful service provider should avoid under the given circumstances and with due observance of normal attention and with normal professional knowledge and a normal manner of performance.
- 10.4 The Contractor must take out adequate insurance against liability arising from General Purchasing Conditions. Upon the Client's first request the Contractor must allow inspection of the policy in question.

Article 11 Termination

- 11.1 If the Contractor foresees or should reasonably be able to foresee that it will fail to meet one or more of its obligations, including failure to deliver, defective delivery and failure to deliver on time, and any change in the composition or properties of the Items to be supplied, the Contractor must notify the Client of this immediately, in advance and in writing, stating the reasons and the probable duration of the delay.
- 11.2 In the situations specified by law and in the event that the Contractor culpably fails to meet one or more of its obligations under the Agreement, the Client will be entitled,



without sending a warning and/or notice of default, without having to pay any compensation and without prejudice to any of its other rights, to partially or wholly terminate the agreement by means of a declaration to that effect and/or to require the Contractor either to deliver the performance again at its own expense, to undo the performance delivered at its own risk and expense, or to allow the Client to repeat or undo the performance at the Contractor's risk and expense

- 11.3 In the event of the bankruptcy, suspension of payments, closing down or liquidation of the Contractor, or if a substantial portion of the Contractor's assets are seized and this seizure is not lifted within a reasonable time, the Client will be entitled, without the obligation to pay any compensation, to terminate the agreement in full or in part without judicial intervention by means of a declaration to that effect.
- 11.4 Without prejudice to its other rights, in the situations described in Articles 11.2 and 11.3, the Client will be entitled to suspend in full or in part its obligation in respect of an Agreement entered into with the Contractor.
- 11.5 Without prejudice to any of its other rights, the Client has the right to terminate the Agreement in whole or in part if any gain has been offered or provided by the supplier or one of its subordinates or representatives to a person who works for the Client's company or to one of its subordinates or representatives.
- 11.6 In the event of termination or cancellation of the Agreement, amounts that the parties owe each other will become immediately due and payable.
- 11.7 Following termination, the Contractor must refund to the Client, as soon as possible and no later than 14 days after the termination, all payments already made towards towards the purchase sum for which no Items have been supplied or services rendered, plus the statutory interest owing for the period.
- 11.8 Unilateral termination by the Contractor is not permitted.

Article 12 Testing: Inspection

- 12.1 The Client will at all times be entitled, but never obliged, to ascertain by means of tests and inspections the nature and progress of the production process, deliveries or the execution of the Agreement and the machines and raw materials used for the purpose.
- 12.2 The Contractor will inform the Client in good time of the place and time at which a requested inspection or test can take place. The Contractor will cooperate fully and free of charge with inspections and tests carried out by or at the request of the Client. Cooperation will include assistance by staff and material support. At the Client's first request, the Contractor will provide a list of the components of the Items to be supplied and the Items used, and of packaging and the production process.
- 12.3 If the Items have been examined by an independent testing institute and the outcome is negative, the costs of testing will be borne by the Contractor. The Contractor must refund payments made in relation to the supply of these Items within 14 days.
- 12.4 The Contractor grants the Client the right to use the Items before the inspection or testing takes place.
- 12.5 The Client will have the right to return rejected items at the expense and risk of the Contractor.
- 12.6 Inspections within the meaning of this Article will not release the Contractor from any obligation or liability.

Article 13 Transfer of rights and obligations, secondment and hiring of staff



- 13.1 Without the prior written consent of the Client, the Contractor may not assign the Agreement or its obligations to third parties, have them carried out by third parties or allow third parties to deploy 'seconded' staff. In cases where agreements are made regarding the freedom to replace staff, objective qualifications will be stipulation for those staff.
- 13.2 During the period of replacement, the Contractor will remain responsible for the quality of the Items and Services and for fulfilling the agreements made.
- 13.3 In the event of assignment to a third party of any of the Contractor's obligations under the Agreement, the Contractor must notify the Client as to the assurances provided for the payment of VAT, income tax and national insurance contributions that are prescribed by law for employers.
- 13.4 Claims of the Contractor against the Client must not be transferred or given in pledge.

Article 14 Matters relating to staff

- 14.1 The provisions of this Article apply in the case of an agreement for services or the contracting of work.
- 14.2 The Contractor guarantees that its employee(s) are sufficiently qualified to carry out the work, supply the Items or provide the services, and that the tools and equipment used by the Contractor comply with statutory provisions relating to quality, health and safety, and the environment.
- 14.3 When executing the Agreement the Contractor must comply with relevant legislation and regulations relating to terms and conditions of employment, and with the Collective Labour Agreement (CAO) that applies to the Contractor. The Contractor must have certification or a quality mark that usually applies within the sector in order to show that its staff are paid in accordance with legislation, regulations and the Collective Labour Agreement and that demonstrates compliance with all legislation relating to working conditions and occupational health and safety.
- 14.4 The Contractor guarantees to the Client that, with regard to its own staff as well as the staff of third parties it has engaged, it meets the requirements of the relevant Collective Labour Agreement and legislation, including the Foreign Nationals (Employment) Act (WAV, *Wet Arbeid Vreemdelingen*), which includes provisions relating to registration requirements for non-Dutch employees.
- 14.5 The Contractor must keep transparent and accessible administrative records of all terms and conditions of employment relating to the payment of wages and allowances owed to staff who are involved in the execution of the Agreement.
- 14.6 The Contractor must impose the contractual obligations set out in this Article in full on all parties with whom it makes arrangements or enters into agreements for the purpose of executing the Agreement. In addition, the Contractor must ensure, before and during the performance of the work, that third parties engaged by it comply with the provisions of this Article and of the Collective Labour Agreement, in respect of its own staff, subcontractors or suppliers. The Contractor must treat these parties in the manner described in this Article. The Contractor must document its findings with regard to this provision, as part of the information referred to in this Article.
- 14.7 In the event that it becomes apparent at any stage that the Contractor has not met its obligation to pay its staff in accordance with legislation, regulations and the Collective



Labour Agreement and/or if the Contractor has a supplementary payment obligation, the Contractor must meet this obligation immediately and provide the Client with satisfactory proof of this.

- 14.8 The Contractor indemnifies the Client against all claims by third parties arising from work carried out by the Contractor, including any penalties for failing to comply with the Foreign Nationals (Employment) Act or other statutory provisions and back wages pursuant to Article 616a and/or Article 161b of Book 7 of the Dutch Civil Code (BW, *Burgerlijk Wetboek*). The Contractor must pay the sums concerned to the Client at the Client's first request, and if it fails to do so that Client is entitled to deduct them from the next payment instalment, to be set off against amounts owed by the Client to the Contractor, or to collect the sums by another method.
- 14.9 If the Client requests that the Contractor provide further information or documentation relating to the provisions of this Article, the Contractor must provide the requested information and/or documentation within 10 days. The Client is entitled to verify indications of underpayment. Depending on the situation, the Client is entitled to consult trade unions and/or authorized bodies for this purpose. The Client will inform stakeholders about indications of underpayment and the subsequent measures taken. The Contractor must not hinder these processes and must cooperate in the verification of the indications and in dealing with authorized bodies.

Article 15 Applicable law and jurisdiction

- 15.1 The Agreement is governed by Dutch law. The applicability of the United Nations Convention on the International Sale of Goods 1980 (CISG/Vienna Sales Convention) is excluded.
- 15.2 Any disputes between the Client and the Contractor will be submitted exclusively to the North Netherlands District Court (Groningen location), notwithstanding the Client's right to serve a summons on the Contractor to appear before the competent court of the place where the Contractor resides or has its registered office.

SUPPLIES

Article 16 Delivery

- 16.1 Unless agreed otherwise in writing, the Contractor is not permitted to make partial deliveries or deliver partial services. The Client will be entitled, without prior notice, to return partial deliveries and/or surplus Items that have not been agreed to, at the risk and expense of the Contractor.
- 16.2 Items will be delivered to the premises free of delivery charge, at the time and location specified by the Client, in accordance with the applicable DDP (Delivered Duty Paid) Incoterm and in proper packaging, accompanied by all the necessary documents, such as consignment note, packing slip and border-crossing documents. The order number, the department to which the items are to be delivered and any other relevant information must be shown clearly on the outside of the packaging.
- 16.3 The Client will be entitled to refuse to accept the Items if the rules and provisions referred to above have not been complied with.
- 16.4 Unless agreed otherwise in writing, the agreed date for delivery or performance is a deadline. If it can be foreseen that delivery or fulfilment on the agreed date will not be possible, the Contractor must notify the Client of this immediately. In such cases the Client will be entitled to terminate the Agreement without prior warning or notice of default, or to extend the deadline for delivery, without prejudice to its right to



compensation for losses. If the Contractor fails to notify the Client, it loses the right to invoke force majeure and is still required to fulfil the agreement on the agreed date.

- 16.5 In special circumstances, the Client will have the right to postpone delivery. In such cases, the Contractor must store, preserve, secure and insure the items in proper packaging, separately and identifiably.

Article 17 Risk: Transfer of ownership

- 17.1 The risk for the Items to be delivered will pass to the Client upon delivery, provided the Client has approved and accepted the Items. The cost of any damage arising during transport, loading or unloading will always be borne by the Contractor.
- 17.2 Ownership of the Items passes to the Client upon delivery, provided the Items have been approved and comply with the Agreement.

Article 18 Documentation: Instructions

- 18.1 Before or upon delivery of the Items and/or completion of works, the Contractor must produce all quality and warranty certificates, test data, user manuals (in Dutch), instruction books, drawings, specifications, and technical and revision data relating to the items and/or works and – if necessary – an EC declaration of conformity, along with the relevant technical file. These documents are part of the delivery.
- 18.2 If the Client deems it appropriate, given the nature of the Items supplied, the Contractor must provide the Client with operating and maintenance instructions free of charge.
- 18.3 The Client will be free in its usage of the documentation referred to in paragraph 1, including its reproduction for the Client's own use.

Article 19 Packaging

- 19.1 The Contractor is responsible for ensuring that Items are properly packaged and transported. Damaged Items will be returned.
- 19.2 Returnable packaging will be returned to the Contractor at the Contractor's risk and expense. The Contractor is obliged to accept returned packaging and/or waste at its own expense.
- 19.3 Responsibility for the processing or destruction of packaging materials (including packaging materials used for transport) rests with the Contractor. If packaging material is processed or destroyed at the Contractor's request, this will be done at the Contractor's risk and expense.