



# GENERAL CONDITIONS OF PURCHASE VDL SYSTEMS B.V.

January 2025

**STRENGTH THROUGH COOPERATION**

# GENERAL CONDITIONS OF PURCHASE VDL SYSTEMS B.V.

## Article 1: Applicability

- 1.1 These General Conditions of Purchase apply to all requests for an offer, offers, agreements and orders concerning the supply of goods, the performance of work and/or the provision of services ("Goods and/or Services") for the benefit of VDL SYSTEMS B.V., a company having its registered place of business at Erfstraat 3, 5405 BE, Uden, the Netherlands, Dutch Chamber of Commerce no. 16066831. Hereinafter referred to as: "VDL".
- 1.2 The Supplier's general terms and conditions are explicitly rejected.
- 1.3 Amendments or additions to these General Conditions of Purchase will only be binding on VDL if these have been agreed upon with VDL in writing and will only apply to the agreement in respect of which the amendment or addition was agreed, unless agreed otherwise in writing.

## Article 2: Formation of the agreement

- 2.1 Requests for offers issued by VDL will not be binding on VDL.
- 2.2 Unless agreed otherwise in writing, the Supplier's offers will be valid and binding for a period of at least three months after the date of the offer. VDL shall not return any documentation and samples received in connection with the offer.
- 2.3 The costs involved in an offer, including but not limited to the costs of drawings, designs and samples, are payable exclusively by the Supplier.
- 2.4 An agreement is concluded and will be binding on the Supplier as soon as the Supplier's offer has been confirmed in writing by VDL; a binding agreement hereinafter referred to as "Agreement". If VDL has given the Supplier an order, an Agreement will be concluded as a result thereof as soon as the Supplier has confirmed the order. Orders must be confirmed in writing within 5 working days of receipt thereof, failing which gives VDL the right to cancel the order. If the order confirmation varies from the original order, VDL shall only be bound thereby if it agrees to such variation in writing.
- 2.5 If reference is made in the Agreement to technical, safety, quality, environmental or other

regulations and documents not attached to the Agreement, the Supplier shall be deemed to have knowledge of these unless VDL is informed to the contrary in writing at once.

- 2.6 If the Supplier makes a start on the performance of the Goods and/or Services without an Agreement is concluded, he shall do this at his own expense and risk.

## Article 3: Prices

- 3.1 The price determined in the Agreement is in line with market practice, and shall include all costs and charges in connection with the Supplier's obligations, including those of storage, transport, insurance, packaging, inspections, tests, certificates, required permits, manuals in the English or Dutch language, customs duties and (social) levies and taxes, with the exception of the value added tax (VAT), unless otherwise agreed in writing. Prices are based on delivery DDP (INCOTERMS 2020) at the agreed place of delivery.
- 3.2 The prices are fixed, unless the Agreement states the circumstances that may result in price adjustments and determines the manner in which the prices will be adjusted.
- 3.3 The Supplier shall at all times be obliged to keep VDL informed of (forthcoming) price reductions, even before an Agreement has been concluded between them.
- 3.4 The Supplier shall during the term of the Agreement provide VDL with Goods and/or Services that are competitive in terms of price, quality, delivery and technical function. If VDL considers that the Supplier's delivery of any Goods and/or Services is no longer competitive in relation to price, quality, delivery and/or technical function even though the delivered Goods and/or Services are otherwise in accordance with the terms of the Agreement, VDL shall provide the Supplier with information accordingly. Parties shall in good faith discuss how to make the delivery of Goods and/or Services competitive. If the Parties are unable to arrive at a mutually acceptable solution within thirty (30) days after VDL's notification, then VDL shall have the right to terminate or rescind the Agreement insofar as it concerns the non-competitive part by giving the Supplier thirty (30) days' notice. The above obligations on the part of the Supplier are a material condition to

Agreement, VDL would not have entered into the Purchase Agreement but for Supplier having provided this undertaking and the failure by the Supplier to comply with such condition shall constitute a material breach of the Agreement.

#### **Article 4: Changes and additional work**

- 4.1 VDL shall be entitled to amend the contents and scope of the Goods and/or Services, even if this results in an increase or decrease in the scope of supply. Changes will be agreed upon in writing.
- 4.2 If the Supplier is of the opinion that the amendment has an effect on the agreed price, delivery time or other relevant circumstances, it will be obliged, before complying with this change, to inform VDL thereof in writing as soon as possible, but within no more than 5 working days of notification of the required change. If VDL deems these consequences unreasonable, the parties will consult about this.
- 4.3 VDL will only be obliged to pay for work not included in the Agreement if this work and the consequences thereof for the agreed price or delivery period have been agreed on with VDL in advance in writing and VDL has given a written order for the work to be performed on the basis of that agreement.
- 4.4 The lack of agreement on the amendment of price or deadline shall not entitle the Supplier to postpone the performance of the amendment. Additional work the Supplier should have or could have anticipated, or which is considered to be the result of a shortcoming on the Supplier's part, shall not be considered additional work.

#### **Article 5: Invoicing and payment**

- 5.1 Unless agreed otherwise in writing, the Supplier will only invoice VDL for the Goods and/or Services provided after those Goods and/or Services have been accepted. If the Agreement pertains to the provision of continuous, periodic supplies or services, the Supplier will invoice the Services concerned once a month.
- 5.2 Any right to invoice will lapse after the expiry of 3 months from the day on which the Goods and/or Services in question were provided to VDL.
- 5.3 The Supplier's invoice must bearing the order and item number stated by VDL as well as, to the extent applicable, the weight, quantity,

description and agreed price of the Goods and/or Services in question. If the agreement pertains to the performance of Services that will be charged to VDL on an hourly, half-day or daily basis, the Supplier must also enclose a detailed signed timesheet. Invoices that do not comply with these requirements will be returned by VDL with the request to supplement any missing data.

- 5.4 If the invoice is approved by VDL, VDL shall pay the invoice, unless otherwise agreed in writing, within 60 days from the invoice date, end of the month. This 60-day payment term does not apply to Suppliers who qualify as small and medium-sized enterprises (SMEs) within the meaning of Article 2 of the Dutch Trade Register Act 2007; for them, the statutory payment term applies. For a Supplier who is a natural person acting in the exercise of a profession or business, or a legal entity that, on two consecutive balance sheet dates, without interruption thereafter on two consecutive balance sheet dates, has met at least two of the requirements referred to in Article 397, paragraphs 1 and 2 of Book 2 of the Dutch Civil Code, the statutory payment term also applies. If the invoice does not meet the requirements stated in Article 5.3, the payment term shall commence on the first day of the month following the month in which VDL has received a proper invoice from the Supplier.
- 5.5 If it has been agreed that VDL will pay in advance, VDL will be entitled to require that the Supplier, as security for the repayment of that advance payment, provides an unconditional and irrevocable bank guarantee at its own expense issued by a bank that is acceptable to VDL.
- 5.6 Payment by VDL does not in any way whatsoever constitute a waiver of any right to performance of the Agreement or acceptance of the Goods and/or Services.
- 5.7 VDL is entitled to set off the amounts it owes to the Supplier with the amounts it and/or other companies that belong to VDL Groep B.V., in the meaning of article 2:24b Dutch Civil Code ("Affiliated Companies") have to claim from the Supplier and/or from other companies that belong to the same group as the Supplier. If, in the event of setoff, amounts are in different currencies, VDL will determine in which of those

currencies setoff will be made. Conversion will be at the official rate applicable on the date on which payment is due according to the invoices in question.

## **Article 6: Delivery**

- 6.1 Unless agreed otherwise in writing, delivery will take place DDP (INCOTERMS 2020) at the agreed place of delivery. The Supplier may only deliver early or partial if VDL has given its written permission for this.
- 6.2 The agreed time of delivery by the Supplier is of essential importance to VDL. Accordingly, the Supplier will be in breach without further notice in case of late delivery and VDL has the right to dissolve, rescind or terminate the agreement, wholly or in parts, irrespective of any of VDL's other rights.
- 6.3 The Supplier must immediately inform VDL in writing of any imminent failure to meet the agreed time of delivery, and shall state the reasons for this and the consequences thereof, the measures taken or to be taken and the expected duration of the delay.
- 6.4 If the Supplier exceeds any agreed delivery date(s) or period(s), VDL shall be entitled to impose a penalty of 1% of the price of the Goods and/or Services without prior notice of default to the Supplier, for each calendar week or part thereof exceeded, up to a maximum of 10% (unless other amounts have been agreed in the agreement), and this shall be claimable immediately on the date the penalty is imposed. Payment of the penalty shall not affect the other rights and remedies of VDL to claim, performances, full damage compensation and to dissolve, rescind or terminate the agreement, wholly or in parts.
- 6.5 The Supplier is obliged to make any documentation belonging to the Goods and/or Services to be delivered available to VDL prior to or at the time of delivery. VDL shall be entitled to use this documentation, including but not limited to the reproduction thereof for its own use.
- 6.6 Goods must be packaged properly and reliably for further handling during transportation, offloading and, if necessary, be marked with the VDL's additional instructions, so that they arrive at the place of destination in good order.
- 6.7 The Goods to be delivered should include a packing list. The packing list should state the order and item number stated by VDL, quantity, and the correct description of the Goods in question.
- 6.8 All packaging, excluding return packaging, will become the property of VDL upon delivery, unless VDL waives this option. The Supplier must pay for the costs of returning the packaging or return packaging.
- 6.9 In the case of delivery of hazardous or environmentally damaging Goods the following shall apply. If the Supplier supplies products for which statutorily prescribed restrictions on substances and/or information requirements (e.g. REACH, RoHS) apply, the Supplier shall declare such materials at the latest on the first delivery date of the products in the BOMcheck online database ([BOMcheck.net](https://www.bomcheck.net)) or in a reasonable format made available by the Supplier. This shall apply exclusively in respect of laws that are applicable at the official place of establishment of the Supplier or VDL or at the relevant place of delivery requested by VDL.
- 6.10 Supplier shall indemnify, defend and hold VDL and its Affiliated Companies harmless against all liabilities, (third-party) claims, costs, damages, losses and expenditures (including in- and out-of-court costs, and legal fees and expenses) occasioned by or arising out of any legal claim for failure to comply with any applicable law, statute, regulation, ordinance or notice concerning hazardous or environmentally damaging goods, such as but not limited to REACH and RoHS. A failure to comply also exists in the event that Goods delivered by Supplier in their applied form are subject to aforementioned laws and regulations.
- 6.11 The risk for the Goods remains with the Supplier until they arrive at the agreed place of delivery and have been accepted in writing by VDL. The ownership of the Goods shall pass to VDL at the time of delivery.

## **Article 7: Guarantees**

- 7.1 The Supplier guarantees for a period of at least 48 months after delivery that all delivered Goods (i) are newly manufactured, contain only new parts and are suitable for the purpose for which they are intended; (ii) that these are in accordance with the agreed specifications and



approved samples; (iii) that the Goods have been manufactured to a high standard, are of good quality, skilled personnel were used, and are free from design, construction or manufacturing faults and/or faults in the material; (iv) comply with the applicable national and international legal requirements and other government regulations; (v) comply with the customary norms and standards in the relevant branch of trade or industry; (vi) are in accordance with the statutory European directives complies with CE marking and the EC declaration of compliance for machinery / safety components or “manufacturer’s declaration of conformity”, where the Supplier shall supply the declaration of CE conformity; and (vii) that the Goods and their operation comply with mandatory provisions, among other things pertaining to health, safety, environmental hygiene, applicable in the country for which the Goods are intended, if it was informed of this destination or should otherwise reasonably be familiar with it.

- 7.2 The Supplier must have an implemented quality assurance system that complies with, or is equivalent to, the standards of ISO 9000. This means an acceptable quality system is required. VDL has the right to have quality audits carried out by officials it has designated for this purpose. The Supplier must provide all necessary cooperation for this. The officials are obliged to maintain confidentiality regarding any information they become aware of in the course of their duties, unless a legal provision requires disclosure or the nature of their duties necessitates it. The costs of conducting quality audits shall be borne by VDL.
- 7.3 If the Agreement pertains or also pertains to the delivery of Services, this will take place in a professional manner and to a professional standard. The Supplier will carry out the Services with a sufficient or agreed number of persons and quantities of materials, parts, devices and equipment, with the appropriate or agreed qualifications or quality. The Supplier guarantees that the Services will be performed in accordance with the agreed requirements and that the intended result as evidenced by the Agreement will be achieved.
- 7.4 For the personnel performing the above-mentioned Services: the Supplier guarantees

that the terms of employment agreed with its personnel are in line with the market and, furthermore, that, with regard to its personnel, all applicable statutory regulations and regulations for which the collective labour agreement provides are satisfied.

- 7.5 If VDL discovers that the Goods and/or Services provided by the Supplier do not conform to the guarantees included in Articles 7.1, 7.2, 7.3 and 7.4, VDL will inform the Supplier of this as soon as possible in writing. The Supplier shall, for its own account and at VDL’s discretion take care of replacement, repair or re-execution of the Goods and/or Services discovered by VDL within a reasonable period, but latest within 2 weeks, without prejudice to VDL’s other legal rights or remedies. If the Supplier, upon notification of a defect by VDL, does not fulfil this obligation within a reasonable period of time, and in case of urgency, VDL will be entitled, at Supplier’s expense, to purchase the necessary Goods from a third party and/or to have the necessary Services performed by a third party, all without prejudice to all other options available to VDL pursuant to the Agreement or the law.
- 7.6 For Goods which are intended to be incorporated in installations or systems the warranty period shall not start until the time the installations or systems are delivered, provided always that the warranty period ends no later than 30 months after the date of delivery of the Goods. The warranty period shall be extended by the period during which the Goods has not complied with Article 7 of these General Conditions of Purchase. A warranty period identical to the original shall apply afresh to replaced, repaired or re-executed parts of a supply.

## **Article 8: Inspection**

- 8.1 VDL is entitled, but not obliged, to inspect the Goods and/or Services, as well as the equipment and material used in the performance of the Agreement, or have these inspected, both prior to and after the delivery or provision thereof. The inspection itself, approvals, tests and examinations in any form and for any reasons does not constitute delivery or acceptance of those Goods and/or Services and do not discharge the Supplier of its obligations and liabilities arising under the Agreement.

- 8.2 The Supplier will cooperate with the inspection at no cost and will provide VDL or its representative access on demand to the place where the Goods are manufactured or stored or where the Services are performed. The Supplier will furthermore provide VDL or its representative with all information that VDL reasonably requires to assess whether the Supplier is fulfilling its obligations pursuant to the agreement. If in the opinion of VDL there are doubts whether the Goods and/or Service meets the provisions of Article 7.1 additional inspections, examinations and tests have to be done even if not expressly stipulated in the agreement. The costs of such additional testing shall be for the account of the Supplier. If following the inspection VDL concludes that the quality of the Goods and/or Services does not or according to its expectations will not comply with the agreement, VDL shall give the Supplier a written notice of rejection. The provisions of Article 7.5 of will apply in case of rejection.
- 8.3 If the safety of people, property or other urgent circumstances requires this, VDL shall be entitled to repair damage and defects immediately at the Supplier's expense, without prior notification thereof to the Supplier, unless the Supplier can demonstrate that he cannot be blamed for the damage and defects. Thereafter the Supplier shall be notified without delay by VDL.
- 8.4 At its discretion, VDL will either return rejected Goods to the Supplier or retain these until the Supplier has given VDL further instructions in that respect. Rejected Goods will be at the Supplier's risk from the time that the notification referred to above has been sent to the Supplier. The ownership of the rejected Goods will rest with the Supplier again from the date of the notification referred to above. On VDL's demand, the Supplier will also repay immediately and in full all amounts paid in advance with respect to those rejected Goods and/or Services.
- opinion, the personnel are insufficiently qualified, VDL will be authorised to order removal of these personnel. In that case, the Supplier will be obliged to replace the personnel.
- 9.2 VDL is authorised to access terms of employment agreed with the personnel in individual or collective agreements if VDL deems this necessary to prevent or deal with a wage claim of the Supplier's personnel at VDL's expense.
- 9.3 VDL is authorised to establish the identities of personnel that the Supplier uses in the performance of the Agreement.
- 9.4 The Supplier must ensure that the required and prescribed residence and work permits for its personnel and the personnel engaged by the Supplier in the performance of the Agreement are available and valid.
- 9.5 The Supplier must ensure that it is the formal/contractual employer of all personnel engaged by the Supplier in the performance of the contract.
- 9.6 The Supplier must ensure that the presence of its personnel at VDL's site and buildings does not interfere with the undisturbed progress of the work of VDL or third parties.
- 9.7 Prior to the start of the performance of the Agreement, the Supplier and its personnel must acquaint themselves with the contents of the rules and regulations that apply on VDL's site and in its buildings, among other things with respect to safety, health and the environment, and must act accordingly.
- 9.8 The Supplier shall comply with all obligations arising from the Wages and Salaries Tax and Social Security Contributions (Liability of Sub Suppliers) Act. The Supplier shall keep records such that the actual wage costs can be established for each project. These wage costs shall be specified on the invoice. VDL shall be authorized to pay a portion of the price in cases it shall determine, either via a frozen account, or direct into a special account of the Tax Office. This portion shall relate to the sum for which VDL in its estimation is jointly and severally liable under the "Wages and Salaries Tax and Social Security Contributions (Liability of Sub Suppliers) Act" or other regulations. The Supplier shall on request provide VDL, within 30 days, with an original Declaration of Payment Conduct from the Tax Office concerning the

## **Article 9: Personnel**

- 9.1 Personnel engaged by the Supplier in the performance of the Agreement will comply with the special requirements set by VDL and, in the absence thereof, the general requirements of craftsmanship and expertise. If, in VDL's

payment of social security premiums and wage tax for all personnel engaged in connection with the Agreement, which may not be older than three months. The Supplier shall also, after a request to this effect by VDL, provide VDL, within 60 days of the end of each quarter, with a declaration, drawn up and signed by a chartered accountant, in which the latter states that during the previous period obligations arising from or by virtue of the tax and social security legislation have been complied with. The costs of these declarations shall be borne by the Supplier. The Supplier shall indemnify and hold harmless VDL against any and all claim by the Tax Office concerning premiums and tax owed for the persons in question, and the Supplier shall compensate VDL for all in- and out-of-court costs, and legal fees and expenses.

#### **Article 10: Outsourcing to third parties**

- 10.1 Full or partial delegation or outsourcing of work to third parties, or the use of workers made available or hired, by the Supplier will be allowed only after VDL has given its prior consent in writing.
- 10.2 In the event of full or partial delegation, outsourcing, or use of workers made available or hired, the Supplier will ensure that such third parties and workers are contractually bound by the Agreement between VDL and the Supplier. The Supplier will remain fully responsible for compliance with the Agreement and will indemnify, defend and hold VDL harmless against any liability, liabilities, (third-party) claims, costs, damages, losses and expenditures (including in- and out-of-court costs, and legal fees and expenses) concerned, particularly with respect to the Dutch Labour Market Fraud (Bogus Schemes) Act (Wet Aanpak Schijnconstructies).

#### **Article 11: Foreign Nationals (Employment) Act**

- 11.1 The Supplier shall supply the latest version of all applicable legislation and regulations (including, but not limited to, the Foreign Nationals (Employment) Act. The Supplier shall also abide by all guidelines, rules on accident prevention and other provisions that apply for the project location.
- 11.2 The Supplier shall ensure that the requisite residence and work permits and other

prescribed permits for his staff working on site are available. This shall also include, where applicable, valid work permits under the Foreign Nationals (Employment) Act.

- 11.3 The Supplier shall, without prejudice to the provisions of Article 16 of these General Conditions of Purchase, be liable to VDL and shall indemnify VDL in this respect for all possible damage (expressly also including penalties under private or public law) that result from or relate to infringement of the Foreign Nationals (Employment) Act and equivalent legislation thereto, regardless of whether this infringement is committed by the Supplier or by a third party in a chain of parties of which the Supplier forms part, for whom the Supplier is liable under the law or these conditions, or in respect of whom the Supplier could have been expected to exercise supervision.
- 11.4 The Supplier shall guarantee to VDL in particular that he and the parties for whom he is liable under the law or these conditions or over whom he should have exercised supervision, comply with all (registration) obligations for foreign employees, as laid down inter alia in the Foreign Nationals (Employment) Act, in respect of his own staff as well as the seconded sub supplier(s). If penalties are imposed on VDL – for example penalties under the Foreign Nationals (Employment) Act – because of unlawful actions or omission by the Supplier, VDL shall be entitled to recover these costs from the Supplier.
- 11.5 VDL or a third party appointed by it shall be entitled to audit compliance with the Foreign Nationals (Employment) Act. The Supplier states that he is willing to cooperate fully with any check or audit. The Supplier shall also stipulate the right of auditing of third parties involved by him.

#### **Article 12: Production Tools and items**

- 12.1 All the Production Tools (defined as: dies, moulds, forms, stamps, gauges, models, drawings, methods, production technologies and other tools, working methods and instructions) that the Supplier needs for to provide the Goods and/or Services and all materials, parts and other items, that VDL has made available to the Supplier for the performance of the Agreement will remain or become VDL's property. Items

created by amalgamation (“zaakvorming”), confusion (“vermenging”) or otherwise shall become VDL’s property at the moment of their creation. Supplier shall be deemed to have created these items for VDL and shall retain these new items as VDL property. Supplier is obliged keep the items referred to in this article 12.1 clearly marked as being VDL property, and to provide VDL with a declaration of ownership at its request.

- 12.2 If the Agreement also pertains to the development and/or manufacture of Production Tools, they will become VDL's property after they are ready. The Supplier must transfer the title to the Production Tools in question to VDL, including the intellectual property rights and know-how embodied in them, by means of a written statement as soon as they are ready.
- 12.3 The Supplier will hold the Production Tools and the materials and parts that are owned by VDL on loan (“bruikleen”) for VDL. In that respect, the Supplier will ensure that the Production Tools and/or materials, parts and other items are marked in such a manner that it is clear to third parties that VDL is the owner. The Supplier will also keep these separated from its own items and insure them properly against loss, damage or theft.
- 12.4 If the Agreement pertains to the treatment of items made available by VDL and the Supplier fails to fulfil its obligations in that respect to such an extent that the items are damaged or can no longer be used, the Supplier must reimburse VDL for the items, without prejudice to any other rights that VDL has pursuant to the Agreement or the law.
- 12.5 VDL will always and in all circumstances reserve the right to take back its property - regardless of whether this has already been treated or used by the Supplier - in exchange for reimbursement of any treatment costs owed by VDL.
- 12.6 The Supplier will not use the Production Tools, materials and parts owned by VDL, nor allow these to be used by or for third parties, for or in connection with any purpose other than the performance of the agreement.
- 12.7 The Supplier is not entitled to exercise a right of retention over items or documents which are in his possession by virtue of the Agreement, and for this reason to refuse surrender thereof.

### **Article 13: Intellectual property**

- 13.1 If intellectual property rights apply to the Goods and/or Services or accompanying documentation, VDL shall be entitled to the right of use thereof free of charge by means of a non-exclusive, worldwide and perpetual license. Unless agreed otherwise in writing, the intellectual property rights relating to inventions, designs, data collections, drawings, recommendations, work instructions and other works that the Supplier, his employees or third parties involved by the Supplier for the performance of the agreement, has developed or manufactured in the performance of the Agreement will be vested in VDL. Only VDL will have the right to make the applications and registrations necessary to protect those rights.
- 13.2 By entering into the Agreement, the Supplier transfers the rights referred to in Article 13.1 to VDL. In so far as required by law, the Supplier will cooperate in the transfer of the rights in question on VDL's demand.
- 13.3 The Supplier guarantees towards VDL that it has made arrangements with its employees and third parties engaged by it to ensure that the rights referred to in Article 13.1 can be transferred freely to VDL. Where this transfer in advance lacks legal effect, the Supplier shall be obliged to take all (legal) actions necessary to effect the abovementioned transfer when first requested to do so by VDL.
- 13.4 The Supplier guarantees that the Goods and/or Services do not infringe any intellectual property rights of third parties and will indemnify, defend and hold VDL and its Affiliated Companies harmless against any liability, (third-party) claims, costs, damages, losses and expenditures (including in- and out-of-court costs, and legal fees and expenses) that are based on the allegation that the Goods and/or Services provided by the Supplier infringe the intellectual property rights of such third parties.

### **Article 14: Force Majeure**

- 14.1 Force Majeure is defined as an exceptional event or circumstance to which the following conditions apply cumulatively; (i) which is beyond the control of the Party invoking Force Majeure; (ii) which such Party could not have foreseen before entering into the agreement; (iii) which, having arisen after the entering into this



Agreement, such Party could not have avoided or overcome; (iv) which is not substantially attributable to the other Party; and (v) which prevents such Party from executing its contractual obligations in a temporary or final way.

- 14.2 The failure of a supplier or subcontractor to perform under its agreement with Supplier, shortage of (raw) materials and problems with personnel shall not constitute Force Majeure.
- 14.3 If a Party is or will be prevented from performing any of its obligations under the Agreement as a result of Force Majeure, then it shall give written notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice will include all useful evidence to justify the cessation or suspension of the Agreement. The notice shall be given within ten (10) calendar days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.
- 14.4 A Party shall, having given notice, be excused for performance of such obligations for so long as such Force Majeure prevents it from performing them. The delivery period or period for performance shall be extended with a period equal to the duration of the Force Majeure event during which the further execution of the Agreement is impossible or with such a period which, taking into consideration all circumstances, is necessary to enable the further execution of the Agreement.
- 14.5 Each Party shall at all times use all reasonable endeavors to minimize any delays in the performance of the Agreement and any damages as a result of Force Majeure. A Party shall promptly give written notice to the other Party when it ceases to be affected by the Force Majeure.
- 14.6 If the execution of substantially all the delivery of the Goods and/or performance Services is prevented for a continuous period of sixty (60) business days by reason of Force Majeure of which notice has been given under this Article 14, or for multiple periods which total more than six (6) months due to the same notified Force Majeure, then VDL may give to the other party a notice of termination of the agreement. In this

event, the termination shall take effect five (5) business days after the notice is given, and the Supplier shall promptly cease all further execution of delivery of the Goods and/or performance of Services, except for such execution as may have been instructed by VDL for the protection of life or property or for the safety, hand over VDL all Goods and/or Services, materials, documentation and other work, for which the Supplier has received payment.

#### **Article 15: Confidentiality**

- 15.1 The Supplier shall provide VDL with all information pertaining to the Goods and/or Services insofar as it could be of importance to VDL. The Supplier shall not disclose any information which it receives from VDL in connection with the Agreement, for example in the form of drawings, images, diagrams, drafts, calculations, work methods, descriptions, software or accompanying documentation. The Supplier shall not reproduce, copy, make available or disclose to a third party, or use the above-mentioned information carriers in any way other than for the performance to be provided. If no Agreement has been concluded or if the Agreement has been performed, the Supplier shall at the first request from VDL return the information media and any copies thereof at once to VDL. The Supplier shall not reveal confidential information relating to the Goods and/or Services to his own employees not involved with the Goods and/or Services or to third parties, unless VDL has agreed to this in writing beforehand. The Supplier shall not be entitled to use the VDL name and/or logo in advertisements and other commercial publications without prior written permission from VDL.

#### **Article 16: Liability and Insurance**

- 16.1 Supplier shall indemnify, defend and hold VDL and its Affiliated Companies harmless against all liabilities, (third-party) claims, costs, damages, losses and expenditures (including in- and out-of-court costs, and legal fees and expenses) caused by or arising from any non-, untimely-, or improper performance of the Agreement by Supplier, or any other failure of Supplier to perform the

Agreement and/or relating agreements or any other breach of contractual or non-contractual obligations by Supplier.

- 16.2 With respect to its liability towards VDL pursuant to the Agreement or the law, the Supplier will take out and maintain sufficient insurance and will furthermore take out and maintain insurance on all regular conditions for all insurable risks in its business operations. At VDL's request, the Supplier will immediately submit a certified copy of its insurance policies and proof of premium payment. The Supplier hereby assigns to VDL in advance all claims to payment of insurance proceeds, where these relate to damage for which the Supplier is liable toward VDL.

#### **Article 17: Termination, Suspension, Rescission**

- 17.1 If the Supplier does not, not in due time or not properly fulfil any obligation pursuant to the Agreement and/or relating agreements/orders (if fulfilment is not permanently impossible: in spite of demands stating a reasonable period of time for fulfilment), as well as in the event of a suspension of payments, declared bankrupt, liquidation, a guardianship order or winding-up, closing down or any comparable situation of the Supplier's company, in the event that due to a change of control over the Supplier's company VDL's interests are no longer adequately guaranteed, the delivery is rejected after inspection or re-inspection, or a petition for any of the above, VDL will be entitled, without judicial intervention and without notice of breach of contract, to dissolve, rescind or terminate the Agreement concerned or part of it by means of a mere written statement. In the event of rescission of the Agreement concerned, the risk of the items or work already delivered remains with the Supplier. These items or work shall then be at the Supplier's disposal and they are to be collected or removed by the Supplier. The Supplier shall refund any payments already made by VDL and reimburse VDL all costs incurred in this respect immediately.
- 17.2 If the Agreement pertains to the performance of Services and was therefore entered into for a specific project, VDL will also be entitled to terminate the Agreement with due observance of a notice period of 1 month. In that case, VDL will only be obliged to pay a proportionate part of the agreed price.

- 17.3 Upon termination of the Agreement pursuant to this Article 16, the Supplier will be obliged to comply with a request from VDL to hand over all that the Supplier has developed or manufactured for VDL within the scope of the Agreement, even if this is not ready yet.
- 17.4 VDL shall be authorized to terminate the Agreement prematurely at any time, in return for payment of that part of the Goods and/or Services that have been properly performed in accordance with the Agreement. Supplier is, regardless of the legal grounds, not entitled to any further compensation.
- 17.5 VDL shall at all times be entitled to suspend the Agreement concerned, either in whole or in part, until further notice and in that case, the Supplier will store, preserve, secure and insure the Goods to be delivered in a properly packaged, separate and recognisable manner. In this case the performance date shall be extended by the duration of the suspension and VDL shall reimburse the Supplier all reasonable expenses arising from the suspension, provided that the Supplier must take all reasonable measures limit these costs as much as possible.

#### **Article 18: Export control and Foreign Trades**

- 18.1 For all Goods and/or Services to be delivered or performed according to the Agreement, Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations") and shall obtain all necessary export licenses, unless VDL or any party other than Supplier is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations.
- 18.2 Supplier shall advise VDL in writing as early as possible but not later than eight (8) weeks prior to the delivery date of any information and data required by VDL to comply with all Foreign Trade Regulations for the Goods and/or Services applicable in the countries of export and import as well as re-export in case of resale. In any case Supplier shall provide VDL for each Product and Service:
- the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the Product is subject to the U.S. Export Administration Regulations;

- the classification according to the European Foreign Trade Regulations nr. 428/2009, if the Goods are strategic;
  - the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding;
  - the country of origin (non-preferential origin);
  - upon request of VDL: Supplier's declaration for preferential origin (in case of European Suppliers) or preferential certificates (in case of non-European Suppliers) ("Export Control and Foreign Trade Data").
- 18.3 In case of any alterations to origin and/or characteristics of the Goods and/or Services and/or to the applicable Foreign Trade Regulations Supplier shall update the Export Control and Foreign Trade Data as early as possible but not later than 8 weeks prior to the Delivery Date.
- 18.4 Supplier shall indemnify, defend and hold VDL and its Affiliated Companies harmless against all liabilities, (third-party) claims costs, damages, losses and expenditures (including in- and out-of-court costs, and legal fees and expenses) occasioned by or arising out of any legal claim for failure to comply with any Foreign Trade Regulation(s).

#### **Article 19: VDL Groep Code of conduct**

- 19.1 The Supplier must abide by the "VDL Groep Code of conduct", and shall also make every effort to bring this code to the attention of its suppliers and subcontractors and shall ensure that such parties shall abide by this code. The "VDL Groep Code of conduct" is available for consultation and can be downloaded at [vdlgroep.com | vdlgroep.com/\\_asset/\\_public/\\_site\\_1/VDL-Code-of-Conduct\\_EN\\_082020.pdf](https://vdlgroep.com/_asset/_public/_site_1/VDL-Code-of-Conduct_EN_082020.pdf)

#### **Article 20: Privacy**

- 20.1 Supplier shall comply with all applicable national and international privacy laws and regulations, such as but not limited to the General Data Protection Regulation ("GDPR") and its implementing laws. Supplier shall indemnify, defend and hold VDL and its Affiliated Companies harmless against all liabilities, (third-party) claims costs, damages, losses and expenditures (including in- and out-of-court

costs, and legal fees and expenses) occasioned by or arising out of any legal claim for failure to comply with any of these national and international privacy laws and regulations. The Supplier shall oblige those who process personal data in connection with VDL to keep such data confidential within the meaning of Article 15 of these General Conditions of Purchase and guarantee this. To the extent that the Supplier is a Processor within the meaning of the GDPR, the Supplier shall enter into a data processing agreement with VDL.

#### **Article 21: Sustainability and Reporting**

- 21.1 Supplier declares and guarantees to comply with all applicable national and European legislation and regulations in the field of sustainability, including but not limited to the obligations arising from the CSRD. Supplier guarantees to act in accordance with the VDL Supplier Code of Conduct, which can be found on [vdlgroep.com/en/supplier-guidelines](https://vdlgroep.com/en/supplier-guidelines)
- 21.2 Supplier shall, at the request and discretion of VDL, provide all data and documentation required for VDL's reporting obligations under the CSRD and/or other sustainability regulations, free of charge. This includes but is not limited to information on the environmental impact, working conditions, human rights, and ethical business practices of the Supplier. VDL reserves the right to verify the Supplier's compliance with these obligations through periodic audits or inspections by an independent third party.
- 21.3 If Supplier fails to comply with the obligations as set out in this Article 21 and the VDL Supplier Code of Conduct, VDL reserves the right to terminate the agreement with immediate effect and without further liability. The Supplier shall be liable for any damage or losses resulting from non-compliance.

#### **Article 22: Security Requirements**

- 22.1 VDL may request the Supplier to implement technical and organizational security measures according to the VDL Security Policy which can be found on [vdlgroep.com/en/supplier-guidelines](https://vdlgroep.com/en/supplier-guidelines)
- 22.2 VDL has the right to amend VDL Security Policy requirements. The Supplier will be required to implement any reasonable changes to the VDL Security Policy requirements at VDL's request.

VDL has the right to terminate the agreement with immediate effect and without any compensation or damage to the Supplier if the Supplier is unable to implement such amended requirements.

#### **Article 23: Applicable law and disputes**

23.1 These General Conditions of Purchase, the Agreement and any agreements concluded in execution of or in connection with the Agreement or these General Conditions of Purchase are governed by - and shall be interpreted in accordance with Dutch law. The Vienna Sales Convention is expressly excluded.

23.2 Disputes between the parties, including those that are only considered disputes by one of the parties, will be resolved in consultation as far as possible. If the parties cannot reach a resolution, all disputes arising from requests, offers, orders and Agreements, by whatever name, will be exclusively settled by the competent court of the district of Oost-Brabant. However, if the Supplier is established in a country where a judgment of a Dutch court cannot be enforced, the dispute shall be exclusively settled by arbitration in accordance with the Rules of Arbitration of the Netherlands Arbitration Institute (NAI). In that case, the place of arbitration shall be Eindhoven, the Netherlands, the number of arbitrators shall be 1 (one) and the language shall be Dutch.

#### **Article 24: Concluding provisions**

24.1 While the Agreement is in place and for a period of one year following its accomplishment, the Supplier will only employ or otherwise directly or indirectly hire employees and/or other workers of the VDL who were involved in the performance of the Agreement after VDL has given its prior written consent. Workers will be also understood to mean workers who were in an employment relationship with VDL less than 6 months earlier.

24.2 In the event of a breach of Article 24.1, the Supplier will owe an immediately due and payable penalty of EUR 5,000 for each breach and EUR 1,000 for each day that a violation continues. This penalty will not affect the right of the Supplier to full compensation for loss or damage in accordance with the statutory provisions.

24.3 In the event that these General Conditions of Purchase, the Agreement or any agreements concluded in execution of or in connection with the Agreement or these General Conditions of Purchase contain provisions which are found to be invalid, this will not affect the validity of the entire Agreement. The parties shall in such event agree on a new, valid provision that comes as close as possible to the invalid provision within the scope of the agreement.

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## WANT TO KNOW MORE?

Feel free to contact us via the details below  
or click on **[vdlgroep.com](https://vdlgroep.com)**

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