General Purchase Conditions Deutsche Post DHL Benelux companies

1 General, definitions

1.1 The following general purchasing conditions apply to all requests, offers, and agreements, and the execution thereof, relating to the purchase and delivery of goods and/or services wherein the purchasing party acts as buyer of goods and/or services. Terms in individual written agreements differing from these conditions take precedence over the general purchasing conditions.

1.2 "The supplier" is any (legal) person who has entered into or wishes to enter into an agreement with the purchasing party relating to the sale/delivery of goods and/or services.

1.3 The "purchasing party" is the legal person who has entered into or wishes to enter into an agreement relating to the purchase of goods and/or services. The purchasing party is a legal person who is fully or partially part of Deutsche Post DHL Group with offices in the Benelux ("DPDHL Benelux") and can also act on behalf of other (legal) persons who are fully or partially part of DPDHL Benelux, in which case these legal person(s) can derive rights from the framework agreement entered into between the supplier and the purchasing party.

1.4 The applicability of sales conditions or other terms of the supplier is expressly excluded. These general purchasing conditions apply in accordance with Article 1.1, even if a different priority has been agreed on or if the supplier expressly does not oppose this. The exercise of any contractual rights or the fulfillment of contractual obligations by the purchasing party in no way implies the acknowledgement of the general sales, delivery and payment conditions of the supplier.

1.5 The relevant Supplier Code of Conduct of the purchasing party applies to all requests, offers, and agreements and the implementation thereof. At the request of the purchasing party, the supplier declares to be willing to demonstrate his compliance with this Supplier Code of Conduct and to participate in a supplier evaluation program. The purchasing party can engage a third party to this end and the Supplier shall enter into a corresponding agreement with said third party. Any corresponding costs shall be charged to the supplier and shall not be at the expense of the purchasing party. Without prejudice to the right of the purchasing party within the meaning of Article 16.2(h), on basis of the recommended Corrective Action Plan of aforementioned third party, the Supplier shall take improvement measures within the set deadlines in order to implement identified (potential) improvement of the compliance with all laws and regulations.

1.6 The supplier undertakes to comply with all laws and regulations that apply to his company, products and/or services. The supplier shall not infringe on any applicable laws and regulations related to competition law. If a relevant competition authority decides that the supplier has infringed on applicable competition law provisions with respect to a market related to goods or services purchased by the purchasing party or his affiliates during the period of infringement, the supplier shall at the first request of the purchasing party immediately provide all relevant documents to the extent this is not prohibited by law. This will at least include copies of all messages sent to the competition authorities related to the aforementioned infringement, particularly but not limited to requests for clemency and settlement agreements, both including annexes.

1.7 The supplier declares to be willing to sign an agreement using an electronic signature in lieu of a written signature at the request of the purchasing party. The purchasing party can engage a third party for this purpose. Any corresponding costs shall be charged to the supplier and shall not be at the expense of the purchasing party.

2 Documentation

2.1 After the agreement has been concluded, the supplier acknowledges that he is aware of the type of performance, volume and quality of the products and services by inspecting the available plans, designs, technical descriptions, and other information provided to him. Obvious errors, omissions, spelling and calculation errors in the documents, drawings and designs of the purchasing party shall not lead to any obligation towards the purchasing party. The supplier shall inform the purchasing party in writing of any such errors and omissions to ensure the agreement can be corrected and renewed. This also applies to missing documents and drawings.

2.2 The supplier is required to make the documentation belonging to the agreement available to the purchasing party in advance.

2.3 The purchasing party is free to use this documentation and may make copies thereof for own use.

3 Volume discounts, changes to the agreement, subcontracting, responsibility for payment of taxes and social security contributions (liability for subcontractors)

3.1 The basis for calculating discounts for volume and other types of discounts shall be inclusive of the turnovers generated by entities belonging to DPDHL Group.

3.2 The supplier shall honor all wishes in respect of changes in quality and/or quantity in the delivery of goods and services after the agreement has been concluded, insofar as this can reasonably be expected of him and an agreement has been reached on any adaptation of price, implementation or delivery time. These changes must always be confirmed in writing by the purchasing party.

3.3 Outsourcing the agreement or part thereof to a third party (subcontractor) is not permitted without the prior written consent of the purchasing party. This consent may be granted subject to conditions.

3.4 Assignation or transfer of the rights and/or obligations of the supplier to a third party, in whole or in part, is not permitted without the prior written consent from the purchasing party. This concerns both transfers related to property law as well as the law of obligations. The purchasing party may grant this permission subject to conditions.

3.5 If obligations arising from the agreement with the supplier or part thereof are transferred to a third party, the purchasing party must be informed what securities have been provided for the payment of VAT, payroll taxes, and social premium contributions payable by employers pursuant to law.

3.6 The purchasing party retains the right at all times to pay the VAT, payroll taxes, and social premium contributions for which the purchasing party may be jointly and severally liable by virtue of legislation on supply chain liability or for which he may otherwise be liable by means of a deposit on the latter's blocked account.. Without prejudice to the provisions of the above Article, the purchasing party is at all times entitled to deduct the VAT and payroll taxes, including the social insurance contributions listed in this article, from the payments to the supplier and pay these to the relevant authority on his behalf, in which case the purchasing party shall be discharged for the payments of these amounts to the supplier.

If it is found that the purchasing party has a withholding and payment obligation for taxes and social premium contributions vis-à-vis the supplier, the latter shall indemnify the purchasing party against such claims or for such amounts, including any increases and interests payable in this regard. If the purchasing party is held liable for the payment of the above amounts, he shall be entitled, without prejudice to his other rights, to settle these amounts with any amounts owed to the supplier or to suspend his payment obligations.

3.7 The purchasing party is entitled to transfer rights and/or obligations stemming from this agreement and the subsequent agreements based on it to third parties which belong to the DPDHL Group of which the purchasing party forms a part. In that case a simple written notification to the counterpart is sufficient.

4 Price and tariffs

4.1 The agreed prices and tariffs (excluding VAT) are fixed and irrevocable, unless the agreement states circumstances that may lead to revision of price or tariffs, as well as the manner in which this revision shall take place. No other claims shall be accepted unless agreed in writing. The agreed prices and tariffs include all costs needed to perform the agreement (e.g. packaging, transport, insurance, customs levies, installation, taxes).

4.2 Unless otherwise specified in the agreement, travel and accommodation costs are included in the tariffs and cannot be claimed separately.

4.3 Unless otherwise specified in the agreement, all others costs (such as office, secretarial, administrative or other additional costs) are included in the tariff and cannot be claimed separately.

5 Shipment, delivery

5.1 Delivery shall always take place in accordance with the currently valid DDP condition (Delivery Duty Paid) as referred to in theIncoterms®2010. Deviations are only possible if agreed in writing in advance. If goods can be shipped with an organization belonging to Deutsche Post DHL Group, this is preferred.

5.2 Partial delivery is not permitted unless it has been agreed otherwise in writing.

5.3 Each delivery shall be accompanied by a receipt containing an exact specification of the type and number of goods delivered. The delivery receipt must always include the full purchase order number, the purchasing or ordering party, the material numbers, and the delivery address.

5.4 If a delivery which does not meet the conditions stated in the agreement is refused, the supplier bears the costs and risk of returning the delivery.

5.5 The purchasing party is entitled to postpone the delivery. The supplier shall in that case store the goods in proper, recognizable packaging at a separate, secure location and take out relevant insurance.

6 Packaging

6.1 All packaging materials used shall be environmentally-friendly in the broadest sense of the word.

6.2 The purchasing party is at all times entitled to return the packaging materials at the supplier's expense. The supplier must accept the returned packaging materials in the same place as the place where the goods were handed over.

6.3 The supplier is responsible for processing and destroying of the packaging material. If the packaging materials are processed or destroyed on the request of supplier this is done at the expense and risk of the supplier.

6.4 Without prejudice to the conditions of the delivery of the goods, the goods shall be packaged in such a way as to prevent any kind of damage to the goods that can be caused by the risks of transport and/or storage. The packed goods must at least be capable of withstanding a free fall of approximately one meter.

The packed goods must be capable to be stacked without distorting or damaging the packaging, even if other goods are placed on top of them.

The packaging of the goods shall be sufficiently strong to prevent unintentional opening, tearing of bursting.
The (packaging of the) goods shall be provided with material numbers, material descriptions, and quantities. These specifications must be readable when goods are stacked.

If the goods are transported on a pallet, this should be preferably a Euro pallet, complying with DIN standard 15 146.

The supplier must always observe the maximum total weight for (Euro) pallets.

7 Delivery times, delivery dates

7.1 The agreed delivery dates and times for performance are always latest dates and times.

7.2 The supplier is obliged to report immediately in writing to the purchasing party any threat of exceeding the delivery time.

7.3 If the supplier fails to comply with these delivery or performance times and dates, the supplier is in default without any further proof of default being required. The purchasing party, without prejudice to his other rights, shall be entitled to fully or partially cancel the agreement without judicial intervention being required. Receipt or acceptance of a late delivery or performance does not prejudice the right of the purchasing party to compensation for damages or to contractually agreed penalty.

8 Inspection

8.1 The purchasing party is entitled to inspect the goods at all times, including during the production, processing, storage, and after the delivery, without prejudice to the obligations of the supplier.

8.2 The supplier shall at first request make an appointment with the purchasing party or his representative to access the production, processing or storage site. The supplier shall cooperate with the inspection at no additional cost.

8.3 If an inspection as referred to in Article 8.1 cannot take place at the agreed time due to a cause attributable to the supplier or if an inspection must be repeated, the resulting costs incurred by the purchasing party shall be charged to the supplier.

8.4 In case of a rejection, the supplier is obliged to repair or replace the goods within five business days. If the supplier fails to meet this obligation, the purchasing party is entitled to fully or partially cancel the agreement without further proof of default or judicial intervention being required, without prejudice to the right to claim compensation and other rights.

8.5 If the supplier does not take back the rejected goods within two business days, the purchasing party has the right to return these goods to the supplier at the supplier's expense and risk.

9 **Invoices**

9.1 The invoice shall include at least the same information as the delivery receipt (Article 5.3): the full purchase order number, the purchasing party, or the ordering party in case of a framework agreement, the budget code per invoice line of the purchasing party, or the ordering party in case of a framework agreement, the material numbers, and the delivery address, sorted by budget code, and other information reasonably requested by the purchasing party, or the ordering party in case of a framework agreement.

After the delivery or performance, the supplier shall send the invoice together with all relevant documentation to the agreed invoicing address.

9.2 Partial invoices are not permitted unless otherwise agreed in writing.

9.3 Invoices of (legal) entities which fulfill the obligations of the supplier as subcontractors shall not be accepted.

9.4 The invoice shall also include all legally required information, including but not limited to, the VAT amount and the applied VAT rate.

9.5 If the goods and/or services are delivered within the European Union, in addition to the required information, the invoice shall include the VAT identification number of both the purchasing party and the supplier.

9.6 Upon the request of the purchasing party, the supplier shall submit the invoices electronically to the purchasing party at no additional costs via the purchasing party's third party provider. The supplier shall comply with the relevant requirements no later than the day of implementation of the agreement as indicated by the purchasing party. The supplier shall separately conclude a corresponding agreement with this third party provider.

10 Payment, Acceptance of Claims

10.1 Unless agreed otherwise in writing, the invoice shall be paid by bank transfer within 60 days. The payment period commences after receipt of a correct invoice by the purchasing party in accordance with Article 9 or, if this is later, after delivery of the goods/services and acceptance thereof by the purchasing party. The invoice must be submitted to the purchasing party within one year after delivery and/or acceptance by the supplier, failing which any right of recovery of the supplier shall expire.

10.2 Payment by the purchasing party in no way implies revocation of his rights by law.

10.3 A claim for payment submitted by the supplier to the purchasing party is only valid if the supplier informs the purchasing party and specifies:
- The purchase order number;
- The name, address, and account number of the creditor account;
- The amount of the accepted claim per purchase order;
- The effective date of the acceptance;
- Other information (type and scope of sub-claims, acceptance of future claims etc.).

10.4 The purchasing party is entitled to fully or partially suspend the payment if he discovers a defect in the goods and/or the installation/assembly thereof, or the delivery of goods and/or services.

10.5 The purchasing party is entitled to reduce the invoice amount by the amounts payable by the supplier to the purchasing party.

10.6 If no security has been provided for the cure of the performance and the supplier is declared bankrupt or similar as referred to in Article 16.2 (c), the purchasing party shall be entitled to retain an amount corresponding to three per cent of the net invoice amount related to the order as security for the fulfillment of the obligations of the supplier.

11 Warranty provisions, Claims based on defects

11.1 All goods and/or services provided by the supplier must meet the last applicable or common technological standard(s). The supplier guarantees that the delivered products and services correspond to the most recent requirements related to quality, safety, health, well-being, and the environment. Upon request of the purchasing party and at no additional cost, the supplier shall ensure that relevant certificates are provided. The supplier guarantees that the delivered goods and/or services

comply with the agreement and in all aspects meet the applicable statutory regulations of European and national governments and sector organizations as well as foreign government requirements if the supplier is reasonably expected to be aware of the fact that the goods and/or services to be provided are (in part) intended to be used abroad.

11.2 The supplier and his staff and any third parties hired by him are bound to observe the statutory regulations on safety, health, well-being, and the environment. Any company regulations and rules related to the topics listed in this article must also be complied with. A copy of these rules and regulations shall immediately be provided to the supplier upon request and at no cost.

11.3 If a delivered good/service contains a (hidden) defect, the purchasing party is entitled to claim the (statutory) warranty (principle of conformity).

11.4 Defective goods may be returned at the expense and risk of the supplier.

11.5 The supplier shall guarantee the operation of the goods for a period of at least two years after completion or delivery and acceptance thereof by the purchasing party, without prejudice to the right of the purchasing party to hold the supplier liable based on the conformity principle as set out in Article 11.3 of these conditions. At the choice of the purchasing party, the supplier shall replace, repair or reimburse the goods and/or services within a reasonable period which shall not be longer than one month.

12 Liability

12.1 The supplier is liable for all damage caused in relation to the performance of the obligations arising from the agreement.

12.2 The supplier indemnifies the purchasing party against all financial consequences of claims by third parties in any way related to the performance of his obligations arising from the agreement.

12.3 The purchasing party has the right to require that the supplier takes out insurance to cover the risks set out above. The supplier shall take out adequate insurance to cover the liabilities arising from this agreement. Upon request, the supplier shall make the relevant policies available to the purchasing party.

12.4 The supplier shall not deploy any foreign nationals for the performance of the services as defined in the applicable legislation with regard to foreign employees for the country in question, other than foreign nationals in possession of a valid work permit. The supplier shall immediately inform the purchasing party if a foreign worker is deployed for the performance of services and submit a copy of the valid work permit and, if legally required, a copy of a valid identification document of the employee. The supplier shall ensure that he and any third parties engaged by him possess all of the legally required permits, including work permits for foreign workers. If the purchasing party is imposed a fine concerning a foreign worker hired by the supplier or a third party engaged by the supplier, the supplier shall be obliged to reimburse the fine imposed on the purchasing party without prejudice to the right to compensation and the other rights of the purchasing party arising from the agreement.

12.5 The purchasing party is never required to pay any form of compensation for indirect or consequential damage or compensation in the form of a fine to the supplier or engaged third parties, including, but not limited to, compensation for loss of profits, missed commercial opportunities and/or reputational damage.

13 Industrial and Intellectual Property Rights

13.1 The supplier shall ensure that all delivered goods/services are free from industrial or intellectual property rights of third parties or that the necessary licenses have been acquired. At first request, the supplier shall indemnify the purchasing party against claims of third parties and bear all costs for the breach of industrial or intellectual property rights, insofar as the breach is not attributable to the purchasing party due to gross negligence or willful intent.

13.2 The purchasing party shall acquire all intellectual property rights arising in the course of the performance of the agreement between the purchasing party and the supplier. These intellectual property rights shall be transferred to the purchasing party by the supplier in advance from the moment the intellectual property rights arise. This transfer is hereby accepted by the purchasing party from the moment the intellectual property rights arise. The supplier shall participate in the transfer of the intellectual property rights at his expense. He shall not impose any conditions for this.

13.3 If intellectual property rights arise in the course of the performance of the agreement between the purchasing party and the supplier, as part of which the supplier supplies intellectual property rights and/or other (comparable) rights held by him or his licensors at the start of the agreement, the supplier hereby grants a free non-exclusive, worldwide, unlimited, transferable, perpetual (sub)license to the purchasing party.

13.4 The supplier or a third party engaged by him are not allowed, without the prior written permission from the purchasing party, copy, disclose and/or exploit products in the broadest sense of the word, in whatever way, which are encumbered by the intellectual property rights of the purchasing party (or his licensors) and or customer (or his licensors) including computer programs, system designs, methods, opinions, and (model) agreements, whether or not through third parties.

13.5 The supplier shall ensure that his employees and/or third parties engaged by him shall accept the same obligations towards the purchasing party as set out in this article and guarantees that these provisions shall be complied with by his employees and/or third parties engaged by him.

14 Place of performance

The place of performance will be the place of delivery (delivery address) of the goods or the location where the services are rendered/delivered.

15 Force majeure

15.1 Force majeure is understood as any circumstance independent of the will of the parties or unforeseen including war, revolution, riots, flood or any other external cause which could not be prevented by the party invoking the force majeure and which effects could not be avoided due to which performance of the agreement cannot reasonably be expected by the other party. Strikes at the purchasing party and/or supplier shall not be considered force majeure.

15.2 The supplier can never invoke force majeure in case of delays or failures of his suppliers, or intent, fault, or gross negligence of the supplier or his staff or representatives.

15.3 The party believing to have the right to invoke suspension or dissolution of the agreement based on force majeure must immediately inform the other party.

15.4 If the purchasing party believes that the force majeure will be temporary, the purchasing party shall be entitled to suspend the performance of the agreement until the circumstance causing the force majeure no longer exists.

15.5 If the purchasing party believes that the force majeure will be permanent, the purchasing party shall be entitled to dissolve the agreement without the parties having any claim against one another.

16 Duration, termination and dissolution

16.1 An agreement of an indefinite duration can be terminated by either party at any time subject to written notice of at least one month sent to the other party.

An agreement of a definite duration terminates on the ending date without the possibility for tacit renewal. Each renewal will be considered to be for an indefinite period and can be terminated subject to a written notice of at least one month.

16.2 Without prejudice to his other rights, the purchasing party is entitled to fully or partially dissolve the agreement with immediate effect without notice of default or judicial intervention and without being obliged to pay any form of compensation, if:

a) the supplier, and/or third parties engaged by him, have hired persons for the performance of the agreement who are not in possession of a work permit as required by applicable law, or

b) the supplier, and/or third parties engaged by him, do not fully and/or timely pay the wages that are due to his employees based on applicable laws and regulations, or fails to (timely) fulfill his obligations based on applicable tax and social security legislation, or

c) the supplier is the subject of receivership, is declared bankrupt, loses necessary permits, is required to cede his property, submits a request for suspension of payments, his property is seized in part or in full, or he decides to dissolve his company, or

d) the supplier sells his company or a significant part thereof, due to which the purchasing party believes that the performance of the obligations may be jeopardized, or

e) the supplier is offered or shall be offered any personal advantage, material or immaterial, with a monetary value of more than 50EUR, or provided to a person who is part of the company of the purchasing party or to one of his employees or representatives, or

f) a professional relationship arises between the supplier and a direct competitor of one of the organizations belonging to DPDHL Benelux, due to which continuation of the agreement can no longer reasonably be expected of the purchasing party, or

g) a shareholder with a majority interest in the company of the supplier or a director of the supplier passes away, or

h) the supplier infringes on one or more provisions of the applicable Supplier Code of Conduct of the purchasing party.

16.3 Without prejudice to his other rights, the purchasing party is entitled to extrajudicially fully or partially dissolve the agreement with immediate effect without being held to pay any form of compensation if the supplier fails to fulfill his contractual obligations within a period of 14 days after receipt of a written notice of default.

17 Confidentiality

17.1 The supplier is prohibited from taking materials, records and documentations and other information carriers containing data and/or information without the written permission from the purchasing party. If an agreement is terminated or dissolved, possibly in the interim, the supplier shall ensure that all materials, documents, and other information carriers containing data and/or information are immediately returned to the purchasing party. The supplier also guarantees that his employees and engaged third parties shall comply with these obligations.

17.2 The supplier is required to observe the confidentiality of the internal processes and facilities of the purchasing party and/or his purchasing parties and/or other suppliers to which the purchasing party delivers or from which he purchases products and/or services and of which the supplier learns in the course of the performance of the agreement. This duty of confidentiality shall apply to all documents and other information received or learnt by the supplier, particularly but not limited to information on prices/rates, unless at the moment the information is provided to the supplier it was already public knowledge or later becomes public knowledge due to a situation that cannot be considered a failure to fulfill any obligation of the supplier. The supplier also guarantees that his employees and hired third parties shall comply with these obligations. This duty of confidentiality shall remain in effect even after the termination of the agreement.

17.3 The supplier shall not use the information and knowledge about internal processes and facilities referred to in this article for any other purpose than performance of the agreement.

17.4 If the supplier violates this duty of confidentiality, the purchasing party is entitled to dissolve the agreement without notice and/or enforce any claims, particularly with respect to damage.

18 Personal data

18.1 If the supplier processes personal data in the context of the agreement provided by or on behalf of the purchasing party, he guarantees that:
a) he shall comply with all applicable laws and regulations on privacy and data protection, including the conclusion of a processing agreement if required by law; and
b) he shall only process personal data for the purposes permitted by the purchasing party based on the agreement or otherwise and/or to the extent this is required based on applicable laws and regulations; and
c) he shall maintain and secure the safety, confidentiality, integrity, and availability of the personal data; and
d) he shall implement and maintain appropriate technical, physical, organizational, and administrative security measures, procedures, and practices and other securities to protect the personal data against loss or any form of unlawful access or processing; and
e) he shall immediately inform the purchasing party about an actual or suspected breach of personal data (security incident).

18.2 Personal data within the meaning of this article may never be provided to third parties by the supplier unless the purchasing party has given written permission or the supplier is legally required to do so. To the extent the supplier is entitled to engage a third party to process the personal data in accordance with this article, the supplier must ensure that he imposes binding obligations on this third party that provide a similar level of security but are never less restrictive than this article, without prejudice to the responsibility and liability of the supplier with respect to the hiring of third parties.

18.3 The supplier indemnifies the purchasing party against all damage, fines, losses, and claims arising from the failure to fulfill his obligations under this article.

19 Use of names and references

19.1 The supplier shall not directly or indirectly inform third parties that any product or service delivered by the supplier to the purchasing party has been approved or recommended by the purchasing party, nor shall the supplier list the purchasing party and/or his employees as a reference, without the prior written permission from the purchasing party, this under the penalty of an immediate fine of € 100,000 per violation without prior notice being required.

19.2 The supplier shall not communicate the name, trade name, trademark, or symbol of the purchasing party to third parties or include these on a list of purchasing parties without the prior written permission from the purchasing party, this under the penalty of an immediate fine of € 100,000 per violation without prior notice being required.

20 Other conditions

20.1 The agreements shall be drawn up in the language or one of the official languages of the country in which the purchasing party is located. If an agreement is translated, only the original version shall be valid.

20.2 The purchasing party is entitled to amend or supplement these conditions. Modifications and additions shall take effect 30 days after their publication or at the specified date by means of written notice or a message on the web page of the purchasing party.

If the supplier does not wish to accept an amendment referred to above, the supplier is entitled to terminate the agreement effective on the date on which the amendment would come into effect. The notice of termination must have been received by the purchasing party before the date on which the amendment takes effect.

20.3 Only the laws of the country in which the main offices of the purchasing party are located apply to all agreements and legal relationships. Application of the UN Convention on Contracts for the International Sale of Goods is excluded.

20.4 Concluded agreements remain in effect if one or some provisions of the agreement are no longer valid. The parties shall in that case in mutual consultation agree on a provision which matches the spirit of the agreement, to the extent possible within the economic and legal restrictions.

20.5 Provisions that remain in force after the end of the agreement due to their nature, particularly but not limited to the provisions of these purchasing conditions related to intellectual property rights, confidentiality, data protection, competition, and indemnification obligations, shall remain in effect after the end of the agreement between the purchasing party and the supplier.

20.6 Disputes between the parties, including those which are regarded as such by one of the parties only, shall be resolved amicably whenever possible.

20.7 Disputes shall be adjudicated by the competent court in the district in which the purchasing party's company is located.

21 Closing branches/locations

The purchasing party shall inform the supplier at least three months in advance about a relevant proposed full or partial closure of one or more of his locations, in which case the supplier shall terminate or adjust the services provided to the purchasing party as of the closing date in accordance with the wishes of the purchasing party.

Agreements related to resources used by the purchasing party at the location for which the purchasing party must pay a rent, lease or another performance to the supplier shall end as of the closing date. The purchasing party shall not owe any payment for remaining installments, already received funds, or any other form of compensation.

Additional conditions for work/services

22 Applicability

22.1 These additional conditions apply to all requests, offers, and agreements related to the performance of the work/services by the supplier.

22.2 In addition to these additional conditions, the above articles of these general purchasing conditions apply to the aforementioned requests, offers, and agreements unless expressly deviated from in the additional agreements or conditions or based on the nature of the articles.

22.3 For the purposes of these conditions, staff of the supplier also includes third parties that are engaged by the supplier in the performance of the agreement(s).

23 Work/services

23.1 The work/services must be carried out in accordance with the requirements set out in the agreement and the requirements of good workmanship, without additional costs of any kind, at the agreed place, the agreed moment, in the agreed size and quality, and at the agreed price.

23.2 The supplier and his staff shall make sure that they shall adhere to the work instructions and/or directions given by or on behalf of the purchasing party.

23.3 The supplier and his staff are under no circumstances authorized to act as representative or delegate of the purchasing party.

23.4 If the purchasing party requests, the supplier shall provide a written specification of the relevant personal information (and changes thereto) and the qualifications of the employees who carry out the work/services.

24 Outsourcing to third parties

The supplier must carry out the work/services set out in the agreement himself, or have it carried out by the employees approved by the purchasing party. The supplier may only have work/services carried out by third parties with the prior written permission from the purchasing parties (which may be subject to conditions). The supplier shall remain fully responsible for the work/services and shall impose these conditions and other conditions agreed between the parties on third parties engaged by him.

25 Availability of supplier

25.1 The supplier is authorized to replace his staff if the purchasing party has granted prior written permission to the supplier. However, the purchasing party may reject the replacement proposed by the supplier.

25.2 The training of a replacement shall be at the expense of the supplier. The duration of the training shall be determined in advance. Whenever possible, the person to be replaced shall overlap with the replacement for training purposes

25.3 In case of illness, incapacity, dismissal and/or absence of the supplier and/or his staff, the supplier shall immediately inform the purchasing party, the purchasing party and the supplier shall discuss and decide whether a replacement must be appointed and the manner in which and when this replacement shall continue carrying out the work/services.

26 Supplier timesheet

The supplier shall capture the hours worked by him and/or his staff using, at the discretion of the purchasing party, a timesheet, a wage sheet, or another method and shall at the request of the purchasing party make these documents available in a manner indicated by the purchasing party.

27 Taxes and social premium contributions

27.1 The supplier is and remains responsible and liable for the performance of the obligations of the agreement by him or the third parties engaged by him arising from tax and social security legislation and the correct and timely payment of the wages payable to employees hired by him or third (legal) persons. The supplier shall indemnify the purchasing party against any corresponding claims. The purchasing party may also demand proof from the supplier that all obligations have been met.

27.2 If the supplier is an independent professional without staff he must fully participate in and timely provide all information needed to determine whether he can be considered an independent professional in the context of tax legislation and social security legislation to ensure the purchasing party does not need to pay or withhold any wage taxes and social security contributions on the amounts paid to the supplier. If facts and circumstances based on which the independent position of the supplier in the context of tax legislation and social security legislation change, the supplier must immediately inform the purchasing party in writing.

27.3 At the request of the purchasing party, the supplier must, in addition to the information set out in Article 9, include a timesheet with the invoices which demonstrates what persons have been working where, on what days, and for how many hours per day, plus copies of passports/identity documents of these persons if permitted by law. The personal information shall include the name, date of birth and, if required, the applicable civil service number and other information required by fiscal and/or social security legislation. The supplier must also declare that the indicated persons during the period the work/services have been carried out were employed by him or an engaged third party and that each payment period has been specified in the payroll.

27.4 Failure to pay or late payment, withholding or transfer of wages, wage taxes, turnover taxes, social security premium contributions or employee insurance contributions have not, shall constitute valid grounds for the purchasing party to dissolve the agreement with immediate effect without judicial intervention and notice of default being required.

27.5 Without prejudice to the provisions of the above paragraphs, the purchasing party is always entitled to request that the supplier opens a blocked account (G-account) or equivalent under applicable law to ensure that the purchasing party can deduct the above premiums and taxes from the agreed rates and fees and transfer these amounts to the G-account for payment to the Tax Authorities. The purchasing party is also always entitled to withhold the above premiums and taxes from the agreed rates and fees and pay these amounts directly to the account of the Tax Authorities.

27.6 If the supplier engages third parties for the performance of agreements concluded subject to these conditions and in accordance with the provisions of Article 24, the supplier is required to impose corresponding conditions on these third parties as referred to in Article 28.

28 Supplier reliability

28.1 At the request of the purchasing party, the supplier must fully participate in a reliability screening of supplier and his staff.

28.2 The supplier guarantees that the staff involved in the performance of the agreement is reliable in all aspects. In case of theft and embezzlement, fraud, bullying, aggression, vandalism, discrimination, sexual harassment, use of drugs and/or alcohol and other culpable conduct or a reasonable suspicion thereof by the supplier and/or his staff, the purchasing party is entitled to dissolve the agreement without further notice being required and/or to file claims, particularly claims with respect to damage.

28.3 The supplier shall, insofar as required by law, provide a specification of relevant personal information of staff involved in the implementation of the agreement.

28.4 The supplier shall at the request of the purchasing party timely submit a Certificate of Good Conduct related to the performance of the work/service by the supplier of the staff deployed by him.. The corresponding costs shall be charged to the supplier. If this declaration is not provided, the supplier shall not be able to carry out any work/services for the purchasing party.