

# General Terms and Conditions of Purchase

Of the University of Amsterdam (UvA) and Amsterdam University of Applied Sciences (AUAS)  
Filed with the Chamber of Commerce under no. 34370207 (UvA) and no. 34215054 (AUAS)

## 1 DEFINITIONS

- Contractor: any party offering the Performance of works in the market.
- Service provider: any party offering services in the market.
- AUAS: the AUAS Foundation, Chamber of Commerce number 34215054.
- Terms and Conditions of Purchase: these General Terms and Conditions of Purchase.
- Supplier: any party offering products in the market.
- Entrepreneur: a Contractor, Service Provider or Supplier with which an Agreement has been concluded under these Terms and Conditions of Purchase.
- Client: the UvA and/or the AUAS, and/or all organisational units (jointly or individually) forming part of them, the counterparty of an Entrepreneur in these terms and conditions.
- Order: written confirmation of an assignment (or subassignment) in connection with an agreement (or framework agreement).
- Agreement: An Agreement is an agreement between two or more parties from which rights and obligations reciprocally arise. In principle, if two businesses decide to do business with each other, the parties agree an Agreement pursuant to Section 6:217 of the Dutch Civil Code.
- Deliverable: the deliveries and/or services to be performed and/or the work to be brought about.
- Framework agreement: a written Agreement between the UvA and/or the AUAS and one or more Entrepreneurs for the purpose of laying down, during a specified period, the terms and conditions in respect of Orders to be placed.
- Performance: Performance of the Agreement
- UvA: the legal entity governed by public law University of Amsterdam, Chamber of Commerce number 34370207.

## Section A: Terms and conditions for Entrepreneurs

### 2 APPLICABILITY

- 2.1 The Terms and Conditions of Purchase are applicable to and form part of all offers made by the Entrepreneur to the UvA and/or the AUAS and all Agreements between the UvA and/or the AUAS and the Entrepreneur.
- 2.2 Amendments and additions to a provision in an Agreement apply solely to the Agreement concerned.
- 2.3 The invalidity of one or more of the clauses in the Agreement and/or these Terms and Conditions of Purchase is without prejudice to the validity of all other clauses. If a clause proves to be invalid, the parties are obliged to replace the invalid clause with another clause that matches the invalid clause as closely as possible as regards its nature and content.
- 2.4 The Terms and Conditions of Purchase are subject to change. The most recent version of the Terms and Conditions of Purchase is available at: [www.uva.nl](http://www.uva.nl) and [www.hva.nl](http://www.hva.nl). New terms and conditions are applicable to new Agreements. The agreed version of the Terms and Conditions of Purchase will remain applicable to existing Agreements.
- 2.5 Drawings, models, specifications, instructions, testing regulations etc. provided by the UvA and/or the AUAS or approved by the UvA and/or the AUAS are part of the Agreement.
- 2.6 In the event of conflict between any provision in the Agreement and these General Terms and Conditions of Purchase, the provisions in the Agreement will prevail.
- 2.7 The Dutch text of the General Terms and Conditions of Purchase shall prevail over any translation.
- 2.8 By submitting a proposal, the Entrepreneur expressly rejects the applicability of any general or specific terms and conditions of the Entrepreneur.

### 3 GUARANTEES

#### 3.1 The Entrepreneur guarantees that:

- a. he has the required expertise to perform the Agreement;
- b. before submitting his proposal to the Client, he informed himself of the requirements and preferences and no circumstances are known to him that would entail that the UvA and/or the AUAS would not have concluded the Agreement, or not in the same form;
- c. he is able to perform the Agreement in full and correctly and on time;
- d. every proposal submitted by him is correct and provides a full description of what is proposed;
- e. If the cooperation of staff of the UvA and/or the AUAS is necessary for the Performance, this is stated in the proposal and the Agreement;
- f. insofar as the UvA and/or the AUAS do not set specific requirements with regard to the goods and/or services, the goods and/or services shall in any case be of good quality and as a minimum meet the usual requirements of soundness, fitness for purpose and comply with all statutory requirements and usual sector regulations with regard to quality, safety, health and the environment;
- g. the Deliverable meets the intended purpose, meets the usual safety, environmental, use and health regulations and will continue to do so during the normal useful life;
- h. all goods and services to be supplied by the Entrepreneur will comply in full with all applicable laws and regulations;
- i. the goods supplied conform to the Agreement, are free of defects and are suitable for the purpose;
- j. he will only use staff that meet the requirements for professional competence and expertise;
- k. he will comply with the house rules, code of conduct and safety regulations that apply at the location of the UvA and/or the AUAS where work is carried out, and will make these known to his employees and any third parties working for him and will ensure that these are strictly complied with.
- l. before making the Deliverable available for an acceptance procedure, he has ascertained that it is satisfactory;
- m. the UvA and/or the AUAS shall have the right to use the Deliverable for the purpose after delivery, without any restriction;
- n. after delivery, he will be able, during a period of at least thirty-six (36) months, to supply parts for the goods and/or (updates/upgrades for the) services delivered;
- o. during the guarantee period of 36 months, he guarantees that there are no deficiencies. The guarantee period will be extended by a period equal to the period(s) during which the goods were not used or were not capable of being used in full as a result of a deficiency as referred to in this provision. New guarantee periods equal to those referred to above will be applicable to goods that have been provided as replacement;
- p. the UvA and/or the AUAS can – should a deficiency arise during the guarantee period – either send back the goods and immediately demand a refund of the payment made for those goods, or demand that the Entrepreneur, upon the first notification of the UvA and/or the AUAS, remedies for its own account and risk any defects arising during the guarantee period and/or replaces the goods or defective parts thereof.

### 4 FORMATION

#### 4.1 An Agreement shall be formed in writing.

#### 4.2 The UvA and/or the AUAS can place Orders via an order system, for which a 10-digit number will be provided. This number must be stated on all forms of communication, including order confirmations, invoices, etc.

#### 4.3 All actions carried out by the Entrepreneur before the formation of the Agreement shall be for his own account and risk.

#### 4.4 In the case of Framework agreements, the Agreement shall be formed in each instance at the time when the Order for a delivery (or partial delivery) in connection with the Framework Agreement is sent.

## 5 TERMINATION

- 5.1 The UvA and/or the AUAS can terminate the Agreement with immediate effect, without any notice of default being required, and can unilaterally cancel or dissolve it, in full or in part, without intervention by a court, by means of written notification to the Entrepreneur and/or suspend payment obligations and/or assign the Performance in full or in part to third parties, without the UvA and/or the AUAS being liable for any compensation for damage and without prejudice to any other rights to which they are entitled if:
- a. the Entrepreneur fails to fulfil, fulfil in good time or fulfil as required any of its obligations pursuant to the Agreement or other Agreements arising from it, or
  - b. the Entrepreneur files for or is granted a provisional moratorium, or
  - c. the Entrepreneur or a third party files a bankruptcy petition or the Entrepreneur is declared to be bankrupt, or
  - d. the business of the Entrepreneur is wound up, or
  - e. the Entrepreneur discontinues his present business, or
  - f. an attachment is levied on a substantial portion of the capital of the Entrepreneur, or
  - g. the Entrepreneur is for other reasons no longer to be considered to be able to fulfil the obligations, or
  - h. a guarantee on behalf of the Entrepreneur lapses, or
  - i. the ownership structure within, or the management of, the Entrepreneur changes.
- 5.2 All claims that the UvA and/or the AUAS might have at present or in the future in respect of the Entrepreneur are due immediately and in full.
- 5.3 Obligations which, in view of their nature, are intended to continue even after the termination of the Agreement shall continue after the termination of the Agreement. Those obligations include, among others: guarantees, liability, confidentiality, intellectual property rights, indemnity against a breach of intellectual or other property rights, choice of law and dispute settlement rules.
- 5.4 Regardless of the reason for and regardless of the manner of termination of the Agreement, the UvA and/or the AUAS shall never be obliged to provide any compensation for damage.

## 6 DOCUMENTATION

- 6.1 The Entrepreneur is required to provide in the Dutch language, at the same time as the delivery of goods and/or delivery of services, without additional costs, all quality and guarantee certificates, testing data, user manuals, drawings, specifications, technical data and overhaul data relating to the goods and/or services, and – if necessary – to submit an EC declaration of conformity, and the technical file concerned.
- 6.2 The UvA and/or the AUAS can reproduce, change and publish for use within their organisations the documentation as referred to in the preceding paragraph, without having to pay a separate charge for this, provided any references to copyrights etc. appearing on it are respected.
- 6.3 The documentation must provide a correct, complete and detailed description of the Deliverable of the Entrepreneur and its functions. By means of that documentation, the UvA and/or the AUAS can easily learn about all possibilities of the Deliverable and test and maintain this Deliverable or arrange for it to be tested and maintained.

## 7 TESTING; INSPECTION

- 7.1 The UvA and/or the AUAS can at any time, without ever being obliged to do so, inform themselves by inspection(s) and test(s) with regard to the nature and the progress of the production process, the deliveries and/or the Performance of the service provision and/or the work and the procedures, machines and raw materials used in that connection. The UvA and/or the AUAS shall have the right to return rejected goods for the account and risk of the Entrepreneur.
- 7.2 The Entrepreneur is, on the request of the UvA and/or the AUAS, obliged to cooperate in an inspection or testing by an independent testing body. The Entrepreneur will on first request state the components of the goods to be delivered and used and of packaging and the course of the production process.
- 7.3 Testing as referred to in this article does not exempt the Entrepreneur from any obligation or liability.

## 8 OBLIGATION TO PROVIDE INFORMATION, CONFIDENTIALITY, AUDIT

- 8.1 The Entrepreneur shall
- a. inform the UvA and/or the AUAS on request and on his own initiative of anything that is relevant for the Performance,
  - b. on his own initiative ask the UvA and/or the AUAS for the information that he needs and of which he knows or should reasonably know that it already is or should be available,
  - c. support the UvA and/or the AUAS on request and on his own initiative with a view to proper Performance.
- 8.2 The Entrepreneur shall be obliged, both during the Agreement and after its termination, to observe confidentiality with regard to the contents of the Agreement and all information received from the UvA and/or the AUAS, unless publication is required by or pursuant to the law or pursuant to an order of a court. He will oblige the employees and/or third parties involved by him in the Performance in writing to observe the same confidentiality.
- 8.3 For the purpose of ensuring that the Entrepreneur can adequately fulfil his obligations, the Entrepreneur will provide all relevant information with regard to his business operations. Examples include financial reports, ratios, profits etc. The UvA and/or the AUAS will use this information for this purpose only and treat it confidentially.
- 8.4 If the UvA and/or the AUAS procure deliveries or services in connection with a grant provided by the European Union, or other grant providers, the Entrepreneur shall be prepared to lend his full cooperation in checks, reviews and audits to be performed at the Entrepreneur or elsewhere by representatives of the European Union, or other grant providers.
- 8.5 The Entrepreneur shall not, either implicitly or explicitly, refer to the Agreement in publications (including press releases and statements on websites) or in advertising and shall not use the name of the UvA and/or the AUAS as a reference, unless permission has been given in advance for this.

## 9 CONTRACT EXTRAS AND AMENDMENTS

- 9.1 Even after the formation of the Agreement, the UvA and/or the AUAS shall be authorised to change and/or supplement the quantity and/or the nature of the goods to be supplied, the services to be rendered and the work to be performed.
- 9.2 Contract extras are only possible if they have been requested in writing by the UvA and/or the AUAS. The Entrepreneur will not commence work on the contract extras until he has received a written assignment for this.
- 9.3 If contract extras will be required in the Entrepreneur's opinion, he will report this in writing as soon as possible. Additional work that the Entrepreneur could have reasonably foreseen when concluding the Agreement shall never be contract extras. Contract extras will be paid at the original rate. The terms and conditions of the Agreement will apply to contract extras.
- 9.4 If a change has consequences, in the Entrepreneur's opinion, for the agreed price and/or (the time of) delivery or the service provision he will, before implementing the change, inform the UvA and/or the AUAS in writing as soon as possible but no later than within 8 days after notification of the requested change. If not, the Entrepreneur will perform the original Agreement.
- 9.5 If the consequences for the price and/or delivery (or time of delivery) are, in the opinion of the UvA and/or the AUAS, unreasonable in relation to the nature and scope of the change, the UvA and/or the AUAS shall be entitled to dissolve the Agreement in full or in part or give notice of termination by means of a written notification, unless this would be evidently unreasonable.
- 9.6 The Entrepreneur may not make or implement any changes without permission.

## 10 PRICES

- 10.1 All prices are in euros, excluding VAT, and comprise all costs, including the costs of transport, import duties and other levies, accommodation costs, travel costs, delivery, packaging and insurance, installation, and instruction, costs of proposals, samples, test consignments and sample materials, any assembly or installation.
- 10.2 Prices are fixed for the duration of the Agreement (or Framework Agreement) and cannot be increased without the written permission of the UvA and/or the AUAS.

## 11 PAYMENT; INVOICE

- 11.1 Payment by the UvA and/or the AUAS of an approved invoice will take place no later than 30 days after receipt of the invoice. Payment by the UvA and/or the AUAS does not in any way constitute a waiver of rights. Payment cannot be deemed to be an acknowledgement of the soundness of the deliveries or service provision and does not release the Entrepreneur from liability.
- 11.2 Deliveries in instalments will be invoiced in instalments.
- 11.3 The UvA and/or the AUAS shall be entitled, after having informed the Entrepreneur of this, to make payments for the Entrepreneur to third parties, for instance to subcontractors and suppliers engaged by the Entrepreneur in the Performance, if the progress of the work or the delivery would, in the absence of such payment, be threatened. These payments will be deducted from amounts payable to the Entrepreneur by the UvA and/or the AUAS.
- 11.4 The Entrepreneur is required to state the following information on the invoice and accompanying documents:
- a. cost centre or project number and purchase numbers;
  - b. date, reference and contact person for the Order;
  - c. the delivery address;
  - d. the total amount excl. VAT.
  - e. the amount of the VAT
  - f. the total amount incl. VAT.
- 11.5 The invoice shall be sent, in PDF format:
- a. for the UvA to: [factuur@uva.nl](mailto:factuur@uva.nl)
  - b. for the AUAS to: [digifactuur@hva.nl](mailto:digifactuur@hva.nl)

## 12 FORCE MAJEURE

- 12.1 If, for a period of more than 30 working days, the Entrepreneur cannot fulfil or fails to carry out its obligations due to force majeure, the UvA and/or the AUAS shall be entitled to dissolve the Agreement in writing and if desired with immediate effect, without judicial intervention being required, without giving rise to any right to compensation for damage for the Entrepreneur.
- 12.2 Force majeure shall in any case not include: shortage of staff, strikes, illness of staff, delayed delivery or unsuitability of materials or deficiencies of third parties engaged by the Entrepreneur and/or liquidity or solvency problems on the part of the Entrepreneur.
- 12.3 In the event of force majeure, notification will be made to the Entrepreneur in writing, submitting the requisite evidence.

## 13 TRANSFER OF RIGHTS AND OBLIGATIONS

- 13.1 The Entrepreneur shall not transfer and/or outsource his rights in full or in part to third parties without the prior written permission of the UvA and/or the AUAS. The Entrepreneur shall at all times remain responsible for a correct Performance.
- 13.2 The UvA and/or the AUAS shall have the right to attach conditions to the permission. If in the opinion of the UvA and/or the AUAS, the third party does not or not fully satisfy what ought to be expected of it, the Entrepreneur will replace this third party, or have it replaced, upon request.
- 13.3 In urgent cases and if, following consultation with the Entrepreneur, it must be reasonably assumed that the Entrepreneur cannot or will not fulfil, not fulfil in good time or not fulfil as required its obligations, the UvA and/or the AUAS shall be entitled to demand that the Entrepreneur outsources the Performance to third parties in full or in part for his own account and risk. This does not release the Entrepreneur from his obligations. The UvA and/or the AUAS shall also be authorised, at their discretion, to carry out the obligations of the Entrepreneur for the Entrepreneur's own account and risk, or to have them carried out by third parties.

## 14 INTELLECTUAL PROPERTY

- 14.1 The UvA and/or the AUAS shall be the owner of all intellectual or other property rights and/or comparable rights, which arise due to and/or are the result of the Performance of the Agreement by the Entrepreneur, its staff or third parties engaged by the Entrepreneur, without prejudice to the

provisions of article 13.5. All intellectual or other property rights and/or comparable rights with regard to the Deliverables exclusively to be delivered or developed on behalf of the UvA and/or the AUAS are transferred by the Entrepreneur to the UvA and/or the AUAS. This transfer is already accepted now by the UvA and/or the AUAS should that situation occur, immediately after those rights arise. A list of intellectual or other property rights and/or comparable rights that may be expected, when the Agreement is entered into, to arise due to the Performance by the Entrepreneur, is part of the Agreement.

- 14.2 Insofar as the transfer of such rights requires a specific deed for that purpose, the Entrepreneur hereby irrevocably authorises the UvA and/or the AUAS to draw up such a deed and sign it on the Entrepreneur's behalf, without prejudice to the Entrepreneur's obligation to – at the first request of the UvA and/or the AUAS – cooperate in the transfer of these rights without being authorised to make this subject to conditions. The Entrepreneur hereby irrevocably authorises the UvA and/or the AUAS to have the transfer of the intellectual or other property rights and/or comparable rights entered in the registers concerned.
- 14.3 The Entrepreneur waives all personality rights to which he is entitled, to the extent that such a waiver is permitted by regulations. The Entrepreneur guarantees that the employees or contractors involved on its part waive in respect of the Entrepreneur, in the employment contract or contract for services applying between these employees or contractors and the Entrepreneur, all personality rights to which they may be entitled, to the extent that such a waiver is permitted by regulations. In the event of a difference of opinion concerning the ownership of the deliveries (or results of deliveries) carried out, or the intellectual or other property rights and/or comparable rights vested therein, the principle shall apply that such ownership is vested in the UvA and/or the AUAS until the time when proof to the contrary has been furnished.
- 14.4 The Entrepreneur guarantees the free and undisturbed use by the UvA and/or the AUAS of the goods and services supplied. The Entrepreneur indemnifies the UvA and/or the AUAS against claims (or imminent claims) of third parties concerning infringement or potential infringement of intellectual or other property rights and/or comparable rights of those third parties, including personality rights, claims regarding know-how, unauthorised competition etc. The Entrepreneur undertakes to take all measures, at its own expense, that may contribute to preventing stagnation at the UvA and/or the AUAS and to restricting the additional costs and/or damage to be incurred by the UvA and/or the AUAS. The UvA and/or the AUAS shall have the right, if third parties hold the UvA and/or the AUAS liable with regard to infringement of intellectual or other property rights and/or comparable rights, to dissolve the Agreement in writing in full or in part without judicial intervention being required, without prejudice to their other rights. The UvA and/or the AUAS shall only use the right to proceed to dissolution of the Agreement following prior consultation with the Entrepreneur.
- 14.5 In the case of standard software, the intellectual property rights shall be vested in the Entrepreneur or a third party. In the case of standard software, the Entrepreneur grants a non-exclusive right, to be specified by an Agreement, for the use of the Deliverable that is in any case sufficient for fulfilment of the provisions in the Agreement(s).

## 15 TAXATION/SOCIAL INSURANCES; INDEMNIFICATION

- 15.1 The payments to be received by the Entrepreneur are deemed to constitute full payment. Any tax claims, social insurance contributions payable, penalties and/or interest, arising from the Agreement, shall be for the account of the Entrepreneur.
- 15.2 The Entrepreneur shall ensure correct tax returns and remittance of any taxes and contributions payable by him. The Entrepreneur indemnifies the UvA and/or the AUAS and will fully compensate them for all claims of the tax and/or social insurance authorities concerning taxes, social insurance contributions and penalties imposed and interest in connection with or arising from the view of the aforesaid authorities that, by contrast to the express intention of the parties, one or more of the staff of the Entrepreneur made available by the Entrepreneur is employed, for tax and/or social insurance purposes, by the UvA and/or the AUAS. The limitation of liability as referred to article 16 is not applicable.
- 15.3 Should the legal relationship described in the Agreement, with regard to staff of the Entrepreneur, by contrast to the view and the intent of the parties, be considered by the tax authorities and/or



administration agencies for social insurances, to be an employment relationship between the UvA and/or the AUAS and the Entrepreneur and/or a third party made available by the Entrepreneur, and the UvA and/or the AUAS should therefore be obliged to withhold and remit and/or pay payroll tax and/or social insurance contributions, the UvA and/or the AUAS shall be entitled to deduct this payroll tax and/or social insurance contributions from the payments referred to in this article.

- 15.4 Staff of the Entrepreneur is understood in this connection to include staff of third parties, including subcontractors, who carry out work on assignment of the Entrepreneur in connection with the Performance.

## 16 LIABILITY

- 16.1 The Entrepreneur shall be liable for all damage incurred by the Client, its personnel and staff or by third parties in the Performance of the Agreement. The amount of liability may have been limited in a specific Agreement.
- 16.2 An agreed limitation of liability of the Entrepreneur (including the preceding paragraph) shall lapse:
- insofar as the Entrepreneur, in turn, has recourse to third parties, including insurers;
  - in the event of intent or gross negligence on the part of the Entrepreneur or its personnel;
  - in the event of a violation of intellectual property rights;
  - if the Dutch Data Protection Authority (Autoriteit Persoonsgegevens) imposes penalties that are the consequence of negligence of the Entrepreneur;
- 16.3 The Entrepreneur indemnifies the UvA and/or the AUAS against claims of third parties for compensation for damage as referred to in the first paragraph and will on the first request of the UvA and/or the AUAS reach a settlement with those third parties, or defend himself in law, instead of jointly with the UvA and/or the AUAS - subject to assessment by the UvA and/or the AUAS - against claims as referred to above.
- 16.4 The Entrepreneur shall adequately insure himself, and keep himself insured, against the liability as referred to in this article, but as a minimum for an amount of 2.5 (two-and-a-half) million euros per event. For assignments up to an amount of 100,000 euros, the liability insurance will be at least 1 (one) million euros per event. The Entrepreneur will, if requested, allow the UvA and/or the AUAS to inspect the policy concerned.
- 16.5 Any liability of the Client shall be limited to those cases for which the liability insurance(s) taken out by the client provides (provide) cover and the amount to which there is an entitlement under that (those) insurance(s) in the case concerned, increased by the excess under the insurance concerned.

## 17 APPLICABLE LAW AND DISPUTES

- 17.1 Dutch law applies.
- 17.2 The United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG/Vienna Sales Convention) does not apply.
- 17.3 The court in Amsterdam shall be the competent court. The UvA and/or the AUAS can also summon the Entrepreneur in the court of its place of residence or the place of its registered office.

## Section B: terms and conditions for Suppliers and Contractors

### 18 DELIVERY and ACCEPTANCE

- 18.1 Deliveries shall be made in full, at the agreed time and at the right place. Partial deliveries are only permitted if this has been agreed in writing.
- 18.2 Due dates for deliveries are final deadlines. As soon as the Supplier knows, or should reasonably know, that he will not perform/deliver on time, he shall inform the UvA and/or the AUAS of this in writing. He shall state the circumstances, the measures taken to prevent the delay and the new delivery date.
- 18.3 Delivery shall be D.D.P. Amsterdam, in accordance with the most recent version of the Incoterms in full, without any reservation and strictly at the agreed time or within the agreed period.
- 18.4 If the goods are ready for performance/delivery, but the UvA and/or the AUAS are not reasonably able to accept them at the agreed time, the Supplier shall retain custody of the goods. The UvA

and/or the AUAS can defer the delivery. In that case, the Supplier will store, protect and insure the goods.

- 18.5 Testing, inspection and/or trials of goods by or on the instruction of the UvA and/or the AUAS does not constitute acceptance.
- 18.6 The UvA and/or the AUAS shall have the right not to accept the goods to be delivered if the provisions stated above have not been complied with.
- 18.7 Upon delivery, both the UvA and/or the AUAS and the Supplier will visually check for the quantity and any damage visible from the outside.
- 18.8 If any damage is found, the UvA and/or the AUAS shall not have to accept the delivery. This does not affect the obligation of the Supplier and/or Contractor to deliver on time.
- 18.9 The UvA and/or the AUAS shall provide to the Supplier a confirmation of receipt for the deliveries received. This conformation does not affect the rights of the UvA and/or the AUAS pursuant to the Agreement.
- 18.10 In this section, Supplier is also understood to refer to a Contractor.

## 19 PACKAGING

- 19.1 The goods to be delivered are required to be adequately packaged and marked, accompanied by all necessary documents, such as a packing note, and must reach the place of destination in good condition by regular transport.
- 19.2 The goods to be delivered must not be packed in packaging that is, or is suspected to be, environmentally harmful or may pose a threat in any other way to safety, well-being or health, as assessed on the basis of current scientific knowledge.
- 19.3 The Supplier is liable for damage caused by insufficient and/or inexpert packaging.
- 19.4 All packaging, replacement and residual materials will in principle remain the property of the Supplier and the latter shall therefore take back and destroy the material for its own account and risk, and recycle or re-use it as much as possible, unless otherwise agreed. If the material is destroyed and/or removed, or returned, by the UvA and/or the AUAS on the Supplier's request, this shall be done for the account and risk of the Supplier.

## 20 AUXILIARY MATERIALS

- 20.1 The materials, drawings, calculations, models, moulds, instructions, specifications and other auxiliary materials provided by the UvA and/or the AUAS, or purchased or manufactured by the Supplier exclusively for the delivery to the UvA and/or the AUAS, shall remain the property of the UvA and/or the AUAS and/or shall become the property of the UvA and/or the AUAS at the time of purchase or manufacture.
- 20.2 The Supplier is obliged to designate auxiliary materials referred to in the preceding paragraph as identifiable property of the UvA and/or the AUAS, to keep these in good condition and to insure them, at its own expense, against all risks as long as it retains custody of those auxiliary materials.
- 20.3 The auxiliary materials shall be made available to the UvA and/or the AUAS on the first request or at the same time as the last delivery.
- 20.4 Auxiliary materials shall be submitted for approval on the first request of the UvA and/or the AUAS.
- 20.5 Any changes to or deviations from the auxiliary materials made available or approved by the UvA and/or the AUAS are only permitted after prior approval.
- 20.6 The Supplier shall not use the auxiliary materials for or in connection with any other purpose than the delivery to the UvA and/or the AUAS.

## 21 RISK AND TRANSFER OF OWNERSHIP

- 21.1 The Supplier guarantees the full and unencumbered ownership of the goods that are delivered.
- 21.2 The risk for the goods to be delivered shall pass to the UvA and/or the AUAS upon delivery, or if applicable after acceptance, after installation or assembly of goods, provided the goods conform to the Agreement. Damage that has arisen during the transportation, loading or unloading, delivery, assembly or installation shall always be for the account of the Supplier.
- 21.3 The ownership of goods passes to the UvA and/or the AUAS at the time of delivery or the time of payment, whichever occurs earlier.



## 22 SPARE PARTS

- 22.1 The Supplier is obliged to be able, as a minimum during the useful life of the goods delivered, or, in the case of goods with a useful life shorter than three years, for at least two years, after the delivery concerned, to deliver parts (or spare parts), components, special tools and/or measuring equipment of the same quality within a reasonable period.
- 22.2 If the replacement of parts by the Supplier leads or may lead to changes in the operation of the equipment, such replacement shall only take place with the consent of the UvA and/or the AUAS.
- 22.3 Parts shall only be replaced with new, functionally and technically at least equivalent parts.

## 23 ENVIRONMENTALLY OR OTHER HAZARDOUS SUBSTANCES

- 23.1 The Supplier guarantees that the goods offered by it have been produced in conformity with the statutory environmental regulations.
- 23.2 Prior to the formation of the Agreement, the Supplier shall report in writing whether the goods to be delivered contain environmentally hazardous substances, which may be released both during normal use or in the event of malfunctions, repairs, maintenance or emergencies, the removal, storage, dumping, movement, disposal, or destruction of the goods concerned at the end of the useful life. If that is the case, the Supplier must add clear instructions with preventive measures to the delivery to avoid any release of those substances. Those instructions must conform to the safety data sheet, REACH regulation, article 31 Annex II. The Supplier shall state the measures that need to be taken to protect people and goods against these substances in the event of their release. Those instructions must conform to the safety data sheet, REACH regulation, article 31 Annex II.

## Section C: Agreements with Service Providers

### 24 PERSONNEL

- 24.1 The Service Provider cannot replace persons tasked with the Performance without the prior written approval of the UvA and/or the AUAS.
- 24.2 If the UvA and/or the AUAS entered into the Agreement with a view to Performance by one or more specific persons, the Service Provider shall ensure that those persons are, and continue to be, in fact actually tasked with the Performance.
- 24.3 The Service Provider shall not charge to the UvA and/or the AUAS the time required and other costs for induction training due to replacement of personnel or staff of the Service Provider.
- 24.4 If in the opinion of the UvA and/or the AUAS, based on reasonable grounds, the personnel or staff of the Service Provider do not meet the requirements for the duties to be carried out, they can request the Service Provider to replace them. In such a case the Service Provider shall provide such replacement as soon as possible, but in any case no later than within the agreed period.
- 24.5 The replacement personnel or staff shall have at least an equivalent level of expertise, training and experience as the personnel originally deployed and shall be deployed at the same rates as the personnel originally deployed.
- 24.6 The Service Provider guarantees that it will not provide personnel or staff to the UvA and/or the AUAS or let them work at the UvA and/or the AUAS that also works for third parties if that personnel or staff may face a conflict of interests as a result.
- 24.7 The UvA and/or the AUAS can demand that certificates of good conduct (Verklaringen Omtrent the Gedrag, VOG) are submitted for personnel or staff of the Service Provider no later than three days before commencement of the work at the UvA and/or the AUAS.

### 25 INFORMATION ON SERVICES AND PERSONAL DATA

- 25.1 If the Service Provider provides services for the UvA and/or AUAS, and under their responsibility, in connection with which the Service Provider processes personal data, the Service Provider shall be considered to be a processor within the meaning of the General Data Protection Regulation (GDPR) and the Service Provider shall be obliged to form, at its own initiative, a data processing agreement with the UvA and/or the AUAS.

- 25.2 If the Service Provider jointly with the UvA and/or AUAS determines the purposes and means of the processing of personal data, they shall be jointly considered to be controllers and the Service Provider shall be obliged to conclude, at its own initiative, arrangements with the UvA and/or AUAS in which the responsibilities for compliance with the GDPR are determined.
- 25.3 Regardless of the role of the Service Provider, articles 25.4 to 25.7 inclusive shall apply as soon as personal data are provided by or on behalf of the UvA and/or the AUAS to the Service Provider (hereinafter referred to as: 'Personal Data').
- 25.4 The Service Provider is not permitted to use Personal Data in full or in part, or arrange to have them used, in any way other than for the Performance of the Agreement, except if required otherwise by statutory obligations.
- 25.5 Upon termination of the Agreement or the cooperation, the Service Provider shall be obliged to return all Personal Data and copies thereof to the UvA and/or AUAS or – on the request of the UvA and/or AUAS – to destroy them and notify the UvA and/or AUAS when this has been done, unless such return or destruction is prohibited by law. In that case the Service Provider guarantees confidentiality as described in article 25.6 of these General Terms and Conditions of Purchase and the Service Provider shall no longer actively process the Personal Data.
- 25.6 The Service Provider is obliged to treat all Personal Data as confidential. This obligation of confidentiality will remain in effect after the termination of the Agreement or the cooperation. The Service Provider shall not disclose Personal Data to any other party whatsoever, unless this is necessary for the Performance of the Agreement.
- 25.7 The Service Provider shall not transfer Personal Data to a third country or international organisation, unless the AUAS and/or UvA have expressly given consent or instructions or if the Service Provider is subject to a statutory obligation to do so nonetheless.
- 25.8 The Service Provider shall take appropriate technical and organisational measures to ensure a level of security appropriate to the risk and shall document these in writing. The Service Provider shall ensure that such measures take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of data subjects.
- 25.9 In the event of an incident concerning Personal Data (data breach or possible data breach) at the Service Provider, the Service Provider must immediately inform the UvA and/or AUAS of this, and provide the necessary explanatory information and background. Unless provided otherwise by an Agreement, the Service Provider is responsible for reporting the data breach to the relevant authority (or authorities) and the data subjects, as required by law, but will not do so without prior consultation with the Data Protection Officer of the UvA and/or the AUAS. In this regard, the Service Provider declares in advance that it will provide full and unconditional cooperation and will, at the first request of the UvA and/or the AUAS, submit information (or additional information).