

EUR Purchasing Terms and Conditions for Products 2020

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Article 1 Definitions

1.1 In these Purchasing Terms and Conditions, the following terms, in the singular or plural form, are capitalised. These terms are defined as follows:

<i>Article:</i>	an Article of these Purchasing Terms and Conditions;
<i>GDPR:</i>	General Data Protection Regulation; Regulation (EU) 2016/679 of European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
<i>EUR:</i>	the Erasmus University Rotterdam, which possesses public-law legal personality pursuant to the Dutch Higher Education and Research Act and is registered in the Commercial Register under number 24495550;
<i>Manuals:</i>	the manuals or other instructions for use accompanying the Product, in Dutch or other languages agreed between the Parties;
<i>Purchasing Terms and Conditions:</i>	these Purchasing Terms and Conditions for Goods;
<i>Intellectual Property Rights:</i>	all intellectual and industrial property rights, including copyrights, neighbouring rights, database rights, patents, trademark rights, model rights, plant breeder's rights and rights relating to topographies of semi-conductor products, trade names and domain names;
<i>Supplier:</i>	the contract party of EUR named in the Contract;
<i>Contract:</i>	the Written contract between EUR and the Supplier for the supply of the Product by the Supplier to EUR;
<i>Party:</i>	EUR or the Supplier, depending on the context;
<i>Parties:</i>	EUR and the Supplier jointly;
<i>Personnel:</i>	employees, hired workers or assistants of the Supplier to be deployed for the execution of the Contract;
<i>Product:</i>	the product or moveable assets to be supplied to the EUR by the Supplier pursuant to the Contract;
<i>Written/In Writing:</i>	recorded in writing on paper or 'by electronic means', as referred to in Article 6:227a of the Dutch Civil Code;
<i>GDPR/IA:</i>	General Data Protection Regulation Implementation Act;
<i>Working Days:</i>	Monday to Friday, with the exception of public holidays recognised by the collective labour agreement for the Netherlands Universities (CLA-NU);

Article 2 Applicability of the Purchasing Terms and Conditions

2.1 The Purchasing Terms and Conditions apply to the Contract and to all requests for offers and offers relating to the Products to be supplied by the Supplier.

- 2.2 In the event of conflicts between different documents, the following order of precedence applies:
- i. If applicable: the (joint) processors agreement referred to in Article 13 (Personal Data);
 - ii. the Contract;
 - iii. the Purchasing Terms and Conditions;
 - iv. other annexes to the Contract.
- 2.3 In the event of any conflict between the Dutch text of the Purchasing Terms and Conditions and translations of this text, the Dutch text takes precedence in all cases.

Article 3 Realisation

- 3.1 A Contract may be concluded only by persons authorised for that purpose on behalf of EUR.
- 3.2 Verbal notices, pledges or agreements are valid only if these are confirmed In Writing by the Parties.
- 3.3 A request for offer from EUR is without obligation. The Supplier bears all costs incurred for drawing up an offer/quotation.
- 3.4 An offer/quotation from the Supplier is irrevocable for a term of 60 Working Days from the date on which EUR receives the offer or quotation.

Article 4 Changes

- 4.1 Changes and additions to the Contract and/or the Purchasing Terms and Conditions are binding only if these are agreed between the Parties In Writing.
- 4.2 If the changes and/or additions proposed by EUR have consequences for the agreed price and/or the delivery date, the Supplier must notify EUR of this in writing within five Working Days of notification by EUR of the required change and/or addition. In the absence of such notice, the Supplier is deemed to have accepted the changes and the agreed prices and other conditions apply to the relevant changes.
- 4.3 If EUR takes the view that the consequences for the price and/or the date or time of delivery are unreasonable in relation to the nature and the scope of the change and/or addition, EUR has the right to dissolve ("*ontbinden*") the Contract or to withdraw the change/adjustment proposal without being liable to pay any form of compensation for damage.
- 4.4 By way of derogation from Article 4.1, EUR has the right to change these Purchasing Terms and Conditions unilaterally. In that case, EUR will notify the Supplier of the changes in a timely manner. At least one month will lie between this notice and the entry into force of the altered Terms and Conditions.

Article 5 Identification obligation

- 5.1 If the product will be delivered, assembled or installed at the EUR location, EUR is authorised to check and/or verify the identity of persons at the EUR location on the basis of a valid identity document, as referred to in Article 1 of the Compulsory Identification Act.

Article 6 Contact persons

- 6.1 The Parties may designate a contact person in the Contract, who maintains the contacts on the execution of the Contract. The other Party shall be notified In Writing of all changes relating to the contact person.
- 6.2 If contact persons reach agreements, these are binding only after they have been recorded In Writing and signed by the persons authorised for that purpose.

Article 7 Delivery

- 7.1 Unless otherwise agreed In Writing, delivery takes place duty paid (Delivery Duty Paid, DDP) in accordance with the applicable Incoterms on the agreed delivery date or dates, or within the agreed delivery term(s), at the delivery address and delivery location notified by EUR. The delivery term commences on the agreed date and in the absence of this, the delivery term commences on the date on which the Contract is realised.
- 7.2 The agreed delivery date(s) or delivery term(s) are deemed to be fixed and final. If the Product is not delivered within the agreed term to the agreed location, the Supplier is in default with no further notice of default being required.
- 7.3 Delivery of the Product earlier than on the agreed date or dates, or within the agreed terms, is permitted only with the prior Written consent of EUR and shall not lead to changes in the agreed payment date.
- 7.4 EUR is authorised to postpone the delivery of the Product, unless this would entail disproportionate costs for the Supplier. The Supplier is required to store the Product for EUR without additional costs until the time of the postponed delivery, unless this would entail disproportionate costs for the Supplier, in which case the Parties will open talks in order to realise an arrangement that is reasonable and acceptable to both Parties. The provisions of this Article 7.2 and Article 17 (Liability) apply likewise to the delivery postponed by EUR, with the provision that default on the part of the Supplier, with no prior notice of default, first takes effect following an overrun of the postponed delivery date, dates or terms.

Article 8 Transfer of ownership

- 8.1 The ownership and risks of the Products delivered to EUR shall transfer to EUR at the time at which these Products are delivered to EUR, setting aside any claims to reservation of ownership and rights of complaint, provided that the Products comply with the Contract. The Supplier guarantees that full and unencumbered ownership of the Products is provided.
- 8.2 If EUR conducts an inspection in accordance with Article 10 (Inspection) and rejects the delivery, or does not approve the delivery on a check, or invokes the right to dissolve ("*ontbinden*") the Contract or the right of replacement of the delivered Product, the Supplier retains ownership and the risk of the delivered Product.
- 8.3 If EUR makes materials such as tools, drawings, specifications and software available to the Supplier for compliance with the Supplier's obligations, these remain the property of EUR. The Supplier shall keep these materials separately from objects of its own or belonging to third parties. The Supplier shall mark these materials and handle these as property of EUR.
- 8.4 As soon as materials of EUR, such as commodities, ancillary products and software, are processed in Products of the Supplier, a new product exists, the ownership of which accrues to EUR.

Article 9 Quality and guarantees

- 9.1 The Supplier guarantees that the delivered Product complies with the Contract and any samples shown, is fully fit for the purpose for which it is intended and can be used as such, and is free of defects.
- 9.2 The Supplier guarantees that the delivered Product is of good and consistent quality at all times and is free of defects in its construction, materials, finishing and design, as well as free of errors and defects in its nature, composition and content.
- 9.3 In as far as EUR has not provided any further description of the requirements to be set for the Product, the Product must in any event be of good quality and at least comply with the customary requirements of soundness, reliability, effectiveness, finishing and all statutory requirements and other government regulations, as well as with the safety and quality requirements and environmental standards used within the sector, as applying at the time of delivery.
- 9.4 The Supplier is required to keep parts in stock during the customary service life of the delivered Products.
- 9.5 If, in the view of EUR, the delivered Product does not comply with the guarantees provided in this Article, within 30 days of detecting this, EUR may issue a warning to the Supplier to repair or replace the Product. The Supplier bears the costs of repair or replacement.
- 9.6 If the Supplier fails to comply with the warning sent by EUR, as referred to in Article 9.5, to repair or replace the Product, EUR has a choice, without the intervention of a court, between:
 - a replacement or repair of the Products by a third party at the Supplier's expense; or
 - b the return of the Product at the Supplier's expense and the immediate partial or full dissolution ("*ontbinding*") of the Contract and a claim for additional compensation for damage.
- 9.7 The provisions of Articles 9.5 and 9.6 are without prejudice to all other rights and claims of EUR, in observance of the provisions of Article 17 (Liability).

Article 10 Inspection

- 10.1 EUR and/or persons or institutions designated by EUR for that purpose may inspect the Products at any time, for, during and after delivery. If, by agreement between the Parties, the inspection is performed by an independent institution, the outcome is binding on the Parties.
- 10.2 If EUR wishes to inspect the Product, the Supplier will grant access to the location at which the Products are held and will provide assistance for the required inspection and the necessary documents and information. If necessary, the Supplier will notify EUR of the time and location at which the inspection can take place. The Supplier has the right to attend the inspection.
- 10.3 Each Party bears its own costs in relation to the execution of the Article. If inspection takes place in the presence of an expert appointed by the Supplier, the Supplier bears the associated costs.
- 10.4 If the Products are rejected, partially or in full, EUR will notify the Supplier of this in Writing within an appropriate period. On a rejection, the Supplier is required to immediately present the missing or repaired or replaced Product for a new inspection, at its own risk and expense, without prejudice of all EUR's other rights and claims. The provisions of this Article then apply in full. Rejection by EUR on the first/a previous inspection does not lead to any extension of the agreed delivery term.
- 10.5 The approval of the Product to be delivered by or on behalf of EUR does not constitute any acknowledgement that the Product complies with the guarantees provided in accordance with Article 9 (Quality and guarantees).

Article 11 Transfer of rights and obligations

11.1 The Parties may not transfer the rights and obligations arising from the Contract to third parties without the Written consent of the other Party. The Parties may attach conditions to this.

Article 12 Protection of confidential information

- 12.1 The Parties undertake to refrain from any form of disclosure of all information of which they become aware in the execution of the Contract in relation to the (content of the) Contract and (the activities of) the other Party that they know or should reasonably have assumed to be confidential without the prior Written consent of the Party providing the information.
- 12.2 The recipient Party shall use the confidential information received solely for the purposes for which they acquired the information.
- 12.3 The Parties shall commit their personnel and the third parties deployed in the execution of the Contract to comply with the confidentiality obligations.
- 12.4 The Parties shall take all reasonable measures for safekeeping of the confidential information. The Parties shall save all information and data at a location that is not accessible to third parties so that third parties cannot acquire the information.
- 12.5 If a Party is required to share (part of) the information obtained pursuant to an order issued by a competent administrative or judicial authority, such information may only be shared on condition that the Party concerned notifies the Party providing the information of the order immediately after its receipt.
- 12.6 The recipient Party shall immediately destroy or return the confidential information, including any copies made, at the earliest request of the Party providing the information, unless this contravenes a statutory provision.
- 12.7 The Supplier may not use the name of EUR as a reference without the prior Written consent of EUR.
- 12.8 The Supplier shall not issue any press releases, publications or advertising expressions and shall make no other public announcements concerning this Contract without the prior Written consent of EUR.
- 12.9 Without prejudice to the right to compensation for damage and the other rights arising from the Contract, on violation of this Article by the Supplier or its Personnel, EUR has the right to collect a penalty, payable on demand, of €25,000 for each violation. The Supplier shall pay the amount immediately after its determination and notification to the Supplier.

Article 13 Personal Data

13.1 In as far as the Supplier processes personal data for EUR as a processor, within the meaning of the GDPR and the GDPRIA, in relation to the execution of the Contract, the Supplier guarantees that the Supplier will process the personal data in a correct manner and with due care, in accordance with the applicable laws and regulations. The foregoing also applies in full for the provision of personal data to countries outside the European Economic Area (EEA) and non-EU countries. If a (joint) processors agreement is contracted, the Parties shall use an EUR model for this.

Article 14 Prices

14.1 The prices shown for the Product in the Contract are fixed and are not subject to change or indexation unless the Contract states the circumstances that may lead to price changes, as well as the way in which price changes will take place.

- 14.2 All agreed prices are inclusive of all costs and surcharges, including but not limited to packaging costs, removal costs, the costs of transportation, installation and assembly costs, insurance and administration costs. Additional costs that are not explicitly accepted by EUR In Writing in advance do not qualify for reimbursement.
- 14.3 All agreed prices are denominated in euros (€) and are exclusive of value added tax (VAT) and inclusive of all other taxes, duties and levies imposed by the government.
- 14.4 The prices of the Products are based on DDP (Delivery Duty Paid) to the agreed delivery location, on the agreed date and time and within the agreed term.

Article 15 Invoicing and payment

- 15.1 Invoices must show the budget number and must comply with the statutory requirements and the requirements described on the following website: <https://www.eur.nl/en/about-eur/organisation-administration/professional-services/terms-and-conditions-invoices>.
- 15.2 Invoicing for Products takes place after the Products have been delivered, unless otherwise agreed In Writing. The Supplier invoices EUR for the delivered Product at the agreed price.
- 15.3 EUR pays the amount owed to the Supplier on the basis of the Contract within 30 calendar days of receipt of the invoice, provided that this complies with the agreed requirements.
- 15.4 EUR is authorised to suspend payment of an invoice if it takes the view that (i) the Product supplied does not comply with the Contract, (ii) if the Supplier fails to comply with its obligations in any other way or (iii) EUR has reasonable doubts about the substantive accuracy of the relevant invoice.
- 15.5 The failure of EUR to pay an invoice, or to pay within the payment term on the grounds of Article 15.4, does not afford the Supplier the right to suspend its contractual obligations or to dissolve ("ontbinden") the Contract, partially or in full.
- 15.6 EUR has the right to settle the amount of the invoice with amounts that the Supplier owes to EUR. The Supplier does not have the right to settle its receivables from EUR with amounts that EUR owes to the Supplier.
- 15.7 EUR makes no advance payments unless these are recorded in a payment schedule approved by both Parties In Writing.
- 15.8 EUR has the right to require the Supplier to arrange an unconditional and irrevocable bank guarantee from a bank established in the Netherlands that is acceptable to EUR, at its own expense, before payment takes place, in order to secure the Supplier's compliance with its obligations. If applicable, the submission of an unconditional and irrevocable group guarantee will suffice. The bank guarantee or group guarantee must be payable immediately, on demand, during the term of the Contract.

Article 16 Threatened delays

- 16.1 If delays in the delivery are threatened, the Supplier must notify EUR of this In Writing without delay, stating the cause and the consequences. The Supplier must propose measures with this in order to catch up any delays that have already occurred and to prevent further delays.
- 16.2 Within 10 Working Days of receipt of the notice referred to in the preceding paragraph, EUR will issue notice In Writing as to whether it consents to the proposed measures. Consent does not mean that EUR recognises the cause of the threatened delay and is without prejudice to all other rights or receivables accruing to EUR.

Article 17 Liability

- 17.1 Unless otherwise agreed, the Party that attributable defaults on compliance with its obligations to the other Party is liable for the damage suffered or to be suffered by the other Party.
- 17.2 The Supplier is liable for all damage that EUR, its personnel and employees or other third parties suffer as a result of the action or negligence of the Supplier, its Personnel or third parties deployed by the Supplier.
- 17.3 The liability of the Supplier for an attributable failure in compliance with its obligations is limited as follows:
- for Contracts with a total value of €50,000 or less: €150,000 per incident and €300,000 per contract year or part of a year in which the Contract is in force;
 - for Contracts with a total value of more than €50,000 but of no more than €100,000: €300,000 per incident and €500,000 per contract year or part of a year in which the Contract is in force;
 - for Contracts with a total value of more than €100,000 but of no more than €150,000: €500,000 per incident and €1,000,000 per contract year or part of a year in which the Contract is in force;
 - for Contracts with a total value of more than €150,000 but of no more than €500,000: €1,500,000 per incident and €3,000,000 per contract year or part of a year in which the Contract is in force;
 - for Contracts with a total value of more than €500,000: €3,000,000 per incident and €5,000,000 per contract year or part of a year in which the Contract is in force;
- Related incidents are treated as a single incident here.
- 17.4 The limitation of liability included in paragraph 3 of this Article does not apply:
- a in cases of third-party claims for compensation for damage for death or injury;
 - b in the event of malicious intent or gross negligence on the part of the Supplier, its Personnel or the third parties deployed by the Supplier;
 - c in the event of the infringement of Intellectual Property Rights, as referred to in Article 22, and/or violation of the confidentiality obligation, as referred to in Article 12;
 - d in the event of a processors' agreement contracted between the parties pursuant to Article 13 (Personal data): with regard to claims for compensation for damage, including the penalties imposed by the supervisory authority, in connection with failure to comply with that processors' agreement.
- 17.5 On the basis of the liability of the Supplier, as referred to in paragraph 2, the Supplier indemnifies EUR against third-party claims. At EUR's earliest request and subject to its assessment, the Supplier shall reach a settlement with such third parties or will defend itself in court against such claims, in the place of or jointly with EUR.
- 17.6 If EUR lends goods to the Supplier for the delivery of the Products, the Supplier shall keep these separate from its own goods or those of third parties. The Supplier will mark the goods as property of EUR, maintain these goods in good condition, insure these goods against all risks and use these goods solely for the purpose for which they were provided. The Service Provider is liable for any damage caused to these products. If, as a result of the presence of goods of EUR at the Supplier, damage is caused to the Supplier or to third parties, in any way whatsoever, the Supplier bears the full risk and expense of such damage. Where relevant, the Supplier will indemnify EUR against third-party claims in Writing.
- 17.7 EUR's liability is limited to cases covered by the liability insurance contracted by EUR, up to the amount that can be claimed under this insurance in the case concerned, plus the excess under this insurance.

Article 18 Packaging and forwarding

- 18.1 The Products must be properly packaged, in accordance with the instructions and specifications of EUR. The Products to be delivered will not be packaged in packaging that, at the time of the delivery, is or is suspected to be environmentally harmful in accordance with the statutory provisions and state-of-the-art knowledge, or could form a threat to safety, well-being or health in other ways.
- 18.2 The Supplier will provide a packing list with the delivery of the Products, in any event including, but not limited to, statements of the volume and nature of the Products, a description of the accompanying Contract, the EUR contact person and the delivery address. Without this packing list, EUR has the right to refuse the delivery without any liability to pay the price or compensation for damage.
- 18.3 All packaging (with the exception of returnable packaging) becomes the property of EUR on delivery. The Supplier must clearly mark returnable packaging as such. Returnable packaging is returned at the Supplier's risk and expense to a destination to be notified by the Supplier In Writing.
- 18.4 Products must be delivered with all documents intended for optimal use of the Products, as well as any guarantee documents, quality certificates and/or other certificates. The Supplier delivers all parts, ancillary materials, ancillaries, tools, spare parts and Manuals necessary for the intended use by EUR, even if these are not named in the Contract.

Article 19 Penalties

- 19.1 In the event of an attributable failure to meet a final deadline as referred to in Article 7.2 (Liability), the Supplier owes EUR:
- a a penalty of 1% of the total value of the Contract, with a minimum of €500;
 - b interest at the statutory rate on amounts paid by EUR in advance, for the period from the failure to meet the deadline to the date on which the Supplier complies with the Contract.
- 19.2 The penalty is payable on demand, with no further notice of default and without the intervention of a court, immediately after the deadline is missed and is without prejudice to EUR's other rights, such as its right to compensation for damage or its claim for compliance.
- 19.3 EUR may settle the penalty and the interest with the amounts payable by EUR, regardless of whether the claim for payment of these has transferred to a third party.

Article 20 Dissolution ("*Ontbinding*")

- 20.1 EUR is authorised to dissolve ("*ontbinden*") the Contract with immediate effect, partially or in full, by registered mail, without the intervention of a court, if the Supplier is in default or if compliance is permanently or temporarily impossible, unless a shortcoming is involved that, in view of its exceptional or limited nature, does not warrant dissolution ("*ontbinding*").
- 20.2 In the event of *force majeure*, EUR is authorised to dissolve ("*ontbinden*") the Contract in accordance with Article 21 (*Force Majeure*).
- 20.3 EUR may dissolve ("*ontbinden*") the Contract with immediate effect, without any warning or notice of default and without the intervention of a court, by means of a Written notice sent by registered mail, without any liability to pay the Supplier compensation for damage, if:
- a The Supplier applies for or is granted a (provisional) moratorium on payments;
 - b the Supplier applies for or is declared bankrupt, or applies for or is issued with a compulsory winding up order;
 - c the Supplier's business is liquidated or the Supplier discontinues its business operations;
 - d a substantial part of the Supplier's assets are attached;

- e the Supplier undergoes a merger or split; or
 - f the Supplier must be deemed to be no longer able to comply with its contractual obligations for other reasons.
- 20.4 If the Contract is dissolved (“*ontbonden*”), the Supplier refunds EUR the payments made by EUR that had not fallen due, plus interest at the statutory rate on the amount paid, from the date of payment. If the Contract is partially dissolved (“*ontbonden*”), the repayment obligation applies only in as far as the payments relate to the part that is dissolved (“*ontbonden*”).
- 20.5 The mutual receivables become payable on demand as a result of dissolution (“*ontbinding*”).
- 20.6 Provisions that are, by their nature, intended to continue after the termination of the Contract shall remain in effect thereafter. These provisions in any event include Articles 12 (Protection of confidential information), 22 (Intellectual Property Rights) and 27 (Disputes and applicable law) and this Article 20.6.

Article 21 *Force Majeure*

- 21.1 Neither Party is required to comply with a contractual obligation if it is prevented from doing so as a result of *force majeure*. ‘*Force majeure*’ refers to a situation in which the failure to comply with a contractual obligation cannot be attributed to a Party because the failure is not attributable to its fault and it does not bear the risk and expense of this by virtue of law, legal action or according to generally accepted views.
- 21.2 ‘*Force majeure*’ in any event does not refer to personnel shortages, strikes, illness of personnel, epidemics, pandemics, (government) measures due to epidemics and/or pandemics, raw material shortages, transport problems, late deliveries or the unsuitability of Products required for the performance of the work, liquidity or solvency problems or shortcomings of third parties deployed by the Parties.
- 21.3 A Party that is unable to comply in time, or foresees that it will be unable to do so due to *force majeure*, may invoke *force majeure* only if that Party notifies the other Party of this In Writing, stating the reasons, without delay and in any event within 10 Working Days of the date on which the *force majeure* situation arises.
- 21.4 In as far as possible, a Party that invokes *force majeure* undertakes to eliminate or arrange to eliminate every cause of *force majeure* at the earliest opportunity.
- 21.5 If one of the Parties is unable to comply with its contractual obligations due to *force majeure*, the other Party has the right to dissolve (“*ontbinden*”) part or all of the Contract with immediate effect, without the intervention of a court, by means of a Written notice, without this giving rise to any right to compensation for damage, but no sooner than the expiry of a term of 30 calendar days from the date on which the circumstances causing the *force majeure* situation arose.

Article 22 *Intellectual Property Rights*

- 22.1 The Supplier guarantees that the use of the Products it delivers shall not breach any third-party Intellectual Property Rights.
- 22.2 If the Supplier makes Products available to which third-party Intellectual Property Rights apply, the Supplier grants EUR non-exclusive, perpetual, irrevocable and global rights of use for these Products, unless otherwise agreed In Writing.
- 22.3 The parties remain the owners of all Intellectual Property Rights accruing to the relevant Party that already existed prior to the realisation of the Contract.

- 22.4 If Manuals are provided, the Supplier grants EUR a non-exclusive right of use of the Manuals for an unlimited period. This permits EUR to use and to reproduce files for its own use, without owing any fees for this. In that case, the Supplier guarantees that it is entitled to grant the rights of use and indemnifies EUR against third-party claims that may be invoked on the grounds of Intellectual Property Rights accruing to those third parties in relation to the Manuals.
- 22.5 The Supplier indemnifies EUR against third-party claims in relation to any infringement of those third parties' Intellectual Property Rights, including claims relating to knowledge, unfair competition and the like. The Supplier undertakes to take all measures, at its own expense, that could contribute towards the prevention of stagnation and to limitation of extra costs to be incurred or damage to be suffered as a result of the aforementioned infringements.
- 22.6 Without prejudice to the above provisions, EUR may dissolve ("*ontbinden*") the Contract In Writing, without the intervention of a court, if third parties hold EUR liable for infringement of Intellectual Property Rights.
- 22.7 The Parties do not have the right to use each other's names, trade names and/or (image) marks in any connection whatsoever without the prior consent of the other Party.

Article 23 Insurance

- 23.1 The Supplier shall insure itself adequately against the following risks:
- a Professional liability if, in the view of the EUR, there are risks arising from professional errors;
 - b business liability, in any event including product liability (liability for damage caused to persons or to property owned by EUR).
- 23.2 At the request of EUR, on the signature of the Contract, or in any event as soon as possible thereafter, the Supplier will submit a certified declaration of the insurer concerning the existence of the insurance referred to in the first paragraph and the payment of the premiums. During the term of the Contract, the Supplier shall not terminate ("*beëindigen*") the insurance contract(s), change the contract conditions or change the insured amount to the detriment of EUR without the prior Written consent of EUR. EUR will not refuse consent on unreasonable grounds.
- 23.3 In the event of damage for which the Supplier is liable to EUR pursuant to the Contract, the Supplier shall inform the relevant insurer immediately after the damage occurs, and no later than the time at which this is reported to the insurer, that insurance benefits should be paid directly to EUR. Insurance benefits paid directly to EUR by the insurer will be deducted from the compensation for damage payable by the Supplier to EUR.

Article 24 Takeover of personnel, bribery and conflicts of interest

- 24.1 During the execution of the Contract and for one year following its termination, the Parties may employ personnel of the other Party or negotiate employment with such personnel only with the Written consent of the other Party. This consent will not be refused without reasonable grounds.
- 24.2 The Parties shall not offer, request, accept from or pledge to each other or third parties any donation, remuneration, compensation or profit of any kind whatsoever that can be interpreted as an unlawful practice, for themselves or for any other party. On the observation of an unlawful practice by a Party, the other Party may dissolve ("*ontbinden*") the Contract with immediate effect and without notice of default, without being liable for any compensation for damage.
- 24.3 If a member of EUR's personnel proves to be performing a secondary job at the Supplier, with or without pay, or to have done so during the negotiations on the realisation of the Contract without notifying EUR of this prior to the conclusion of the Contract, EUR may dissolve ("*ontbinden*") the Contract with immediate effect and without notice of default without being liable for any compensation for damage.

- 24.4 The Supplier shall deploy persons for the execution of the Contract who have been employed by EUR in a period of two years prior to the work only with the prior Written consent of EUR.
- 24.5 If any benefit of any kind proves to have been or will be offered or provided to subordinates or representatives of EUR in relation to the conclusion or execution of the Contract, EUR has the right to dissolve ("*ontbinden*") the Contract, partially or in full, with immediate effect and without notice of default or the intervention of a court, by means of a notice sent by registered mail, without being liable for any compensation for damage.

Article 25 Invalid or nullified provisions

- 25.1 If one or more provisions of the Purchasing Terms and Conditions or of the Contract prove(s) to be invalid or is/are nullified, the other provisions of the Purchasing Terms and Conditions and/or the Contract retain their legal force. The Parties shall conduct talks on invalid or nullified provisions in order to agree a replacement regulation. The replacement regulation shall not prejudice the purport of the Purchasing Terms and Conditions or the Contract.

Article 26 Follow-up contract

- 26.1 The Supplier derives no rights from the Contract for the award of a follow-up contract, unless this is explicitly agreed in the Contract.

Article 27 Disputes and applicable law

- 27.1 The Purchasing Terms and Conditions, the Contract and all orders arising from these are governed solely by Dutch law. The application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods is ruled out.
- 27.2 Any disputes between the Parties relating to or arising from the Contract, in as far as these cannot be settled out of court, shall be filed with the competent court in Rotterdam.

Article 28 Final provisions

- 28.1 These Purchasing Terms and Conditions are referred to as the EUR Purchasing Terms and Conditions for Products 2020, are administered by the Legal Affairs department and are published on the EUR website.
- 28.2 These Purchasing Terms and Conditions are valid from 1 November 2020.
- 28.3 These Terms and Conditions were filed with the Rotterdam Chamber of Commerce on [date].