



General purchase conditions of Tauw Group bv

Section 1 Terms and definitions

The following terms and definitions are used in these purchase conditions:

contractor	Tauw Group bv, or one of its subsidiaries in the Netherlands or abroad, or an affiliated company of Tauw Group bv or one of its subsidiaries
subsidiary	A legal body in which Tauw Group bv and/or one of its subsidiaries participate(s) as laid down by article 24c, Book 2 of the Civil Code of the Netherlands
supplier	A natural or legal person with whom the contractor is negotiating or in discussion and/or from whom the contractor is procuring products and/or services
agreement	The written agreements between the contractor and the supplier, including all written modifications or supplements in writing concerning the supply of products and/or services
products	All objects supplied or to be supplied according to the agreement, regardless of whether the agreement pertains only to those objects or includes the performance of services
services	All works, in whatever form carried out by the supplier for the benefit of the contractor, whether or not in connection with the product supply
delivery	Product delivery: supplying the contractor with one or more objects, or putting these under the contractor's control, including their installation/assembly Service delivery: carrying out works commissioned by the contractor or that follow from the objective of the agreements between parties
specifications	Description of the products and/or services to be supplied to the contractor as given or referred to in the agreement. If an agreement does not contain or refer to specific specifications, 'specifications' shall mean the specifications that are commonly used in the production/provision of similar products/services.
parties	The contractor and the supplier

Section 2 Applicability

- These purchase conditions apply to all requests, offers and commissions with regard to the products and/or services supplied by the supplier to the contractor. Any general conditions of the supplier are not applicable.
- If these purchase conditions are in conflict with the agreement, the stipulations expressly agreed upon in the agreement shall prevail.

Section 3 Modifications, supplements

Modifications or supplements to any stipulations in the agreement and/or to the purchase conditions must be submitted in writing. If any modifications and/or supplements are agreed upon, these shall apply only to the agreement involved.

Section 4 Fees and rate repricing

- All fees are excluding VAT. Fees are fixed, unless the agreement allows for circumstances that might give rise to rate repricing and describes how this is to be calculated.
- The quoted fees include all costs related to fulfilling the supplier's obligation. Product prices include, inter alia, the standard packaging and delivery free of customs duty. Service fees include, inter alia, all travel and accommodation costs. Furthermore, all product and service fees shall include all preparatory work required to meet the contractor's requirements, description and specifications.

Section 5 Invoicing and payment

- The supplier shall submit any invoices in writing and according to any further instructions provided by the contractor.
- The contractor shall pay invoices including VAT within 45 days after approval of the products and/or services, as intended under Section 10 of these purchase conditions.
- The contractor is entitled to postpone payment if he finds a fault in the products supplied or in their installation/assembly, or if he finds a fault with the services supplied, or if the invoices do not meet the instructions intended under 5a.
- The contractor is always entitled to settlement.
- The contractor's payment does not entail the relinquishment of any rights.
- One or more late payments by the contractor or non-payment due to suspected inaccurate invoices or due to inferiority of the invoiced services, does not entitle the supplier to suspend their services and/or end them, provided the contractor has notified the supplier of the suspected inaccuracy or inferiority within a period of thirty working days upon receipt of the invoice.

Section 6 Transfer of obligations

- The supplier is obliged to carry out the agreement himself, unless the contractor has clearly given the supplier written permission to contract, subcontract and/or purchase from third parties, or has ordered such in writing.
- The supplier is wholly responsible for any input from any third parties that the supplier has involved in order to fulfil the agreement, that is, as though the input were his own. Furthermore, the supplier indemnifies the contractor against any claims from any third party the supplier has involved.

Section 7 Delivery

- The supplier shall deliver the products and/or services at his expense and risk at the time given in the agreement, or within the period given in the agreement, at a location to be designated by the contractor and in accordance with the contractor's instructions.
- The agreed time or period of delivery is essential. In the case of late delivery, the supplier is automatically at fault without further notice of default, with due regard for the stipulations in Section 11 of these purchase conditions.
- The period of implementation begins on the date of signing the agreement.
- The supplier is obliged to notify the contractor in writing if the delivery time might be exceeded. This is without prejudice to any consequences of such delay in view of the agreement or legal stipulations.

Section 8 Implementation, extra work, less work

- The supplier shall fulfil the agreement strictly according to the specifications.
- The contractor is entitled to change the specifications before or during the implementation of the agreement. The supplier shall be prepared to carry out the modified agreement under the same conditions, with due regard to the stipulations under c, d, and e concerning extra work and less work.
- If the supplier's activities are demonstrably reduced due to a change in the specifications, such should be settled.
- If the supplier's activities are demonstrably increased due to a change in the specifications, the supplier will be compensated for this extra work. If the supplier thinks he can claim compensation for such, he shall submit a substantiated and specified tender relating to the extent of the extra work that is expected as a result of the change. The supplier shall not begin such work before receiving a written commission to do so.
- Any additional work that the supplier should or could have anticipated upon entering into the agreement is expressly excluded as extra work and shall not be settled.

Section 9 Property transfer and risks

- The product ownership is transferred to the contractor after the products are delivered and, if necessary, installed/assembled, or sooner in the case of a legal delivery in any other way.
- After the delivery and approval of the products has taken place, as intended under Section 10 of these purchase conditions, any damage to or loss of the products is the responsibility of the contractor. Approval is without prejudice to the supplier's warranty obligation.

Section 10 Tests and repairs

- The contractor will test the products and/or services within a reasonable period after delivery or implementation in order to ascertain whether the agreement has been met.
- Approval does not extend further than the preliminary judgement of the contractor as to whether the products, the implementation thereof or the result of the service appear to be in accordance with the agreement and the contractor's requirements, descriptions and specifications.
- If the products and/or services are rejected by the contractor, or if the contractor later reasonably feels that they do not fulfil the agreement, the supplier will be notified as soon as possible of the nature and extent of the shortcomings. The supplier will be given the opportunity to remedy the shortcomings within a reasonable period, or to arrange for replacement.
- If remedy or replacement as intended under c. of this section is not possible according to the reasonable judgement of the contractor or if it has not been carried out within the required period, the contractor is entitled to have such remedy or replacement carried out and to charge the supplier for the related costs, including any additional expenses reasonably incurred by the contractor to obtain substitute products and/or services.

Section 11 Shortcomings and force majeure

- If the supplier accountably fails, either wholly or partially, to fulfil any obligation laid down in the agreement, the contractor will give the supplier notice of default in writing, granting a reasonable period for fulfilment. Notice of default does not apply if fulfilment is impossible.
- If the supplier is accountably at fault, he shall compensate the contractor for all damages. Instead of or in addition to damages, the contractor is entitled to demand the entire or partial fulfilment of the agreement by the supplier, or to terminate the agreement either partially or wholly.
- If the supplier is at fault due to force majeure, the obligations of both parties are deferred until the cause of such circumstances no longer exists. A party may appeal to force majeure only if that party informs the other party, in writing and as soon as possible but at the latest at the time of delivery, about the force majeure and submits evidence to support the existence of such.
- Insofar as the supplier posits that he cannot be held accountable (i.e. due to force majeure) for one or more shortcomings, the contractor retains the right to terminate the agreement either partially or wholly.
- 'Circumstances beyond the supplier's control' do not include lack of staff; strikes; absenteeism; late delivery or unsuitability of materials, raw materials and/or semi-manufactured products or services; accountable failure or unlawful actions on the part of sub-suppliers or third parties involved by the supplier; and/or liquidity/solvency problems of the supplier.

Section 12 Warranty

The supplier warrants the good quality of the products and/or services supplied by him. This warranty shall minimally include that:

- The products and/or services are suitable for the objective of the agreement and correspond to the stipulations therein
- The products and/or services comply fully with the specifications
- The products are new, of good quality and have no defects in their design, processing, manufacture, construction or dimensions, nor in the materials used, and that they afford the safety, as intended in Article 6:186 of the Civil Code of the Netherlands, that may be expected of them
- The products are entirely complete and ready for use, meaning, inter alia, that the supplier also supplies all parts, accessories, tools, spare parts, instructions and handbooks pertaining to the products even if such are not mentioned by name
- The products and/or services are in compliance with all applicable regulations with regard to, for instance, quality, the environment, health and safety
- The products and/or services otherwise also meet the requirements that may reasonably be expected of them

Section 13 Intellectual property

- The supplier gives the contractor an irrevocable transferable and non-exclusive licence to all and any intellectual property rights of the products and/or services which ownership will not be transferred to the contractor. Such licence is intended for normal use of the products and services involved. Compensation for this licence is included in the price agreed for the products and/or services involved.

- b. The supplier is obliged to supply the contractor with the relevant documentation prior to or simultaneous with the delivery. The contractor is free to choose how to use this documentation, including copying it for his own use.
- c. The supplier guarantees the free and undisturbed use by the contractor of the supplied products and/or services without violating any patent, brand or other third-party right. The supplier indemnify the contractor against any financial consequences of third-party claims on account of violation of their intellectual and/or industrial property rights.
- d. All intellectual property rights arising from products and services delivered by the supplier to the contractor fall to the contractor. If and in as far as a further deed is required for the transfer of such rights, the contractor will unconditionally cooperate in drawing up such a deed.

Section 14 Termination

- a. The contractor is entitled to entirely or partially terminate the agreement and immediately without notice of default and without judicial intervention without incurring any right to damages and without prejudice to any further rights falling to the contractor including the right to complete damages:
 - in the case of the supplier's bankruptcy, moratorium (granted or requested), his company is closed down or liquidated, or the supplier's effects have been confiscated
 - if the supplier is transferring his company wholly or partially to a third party and such transfer will lead to control changing hands
- b. Termination shall be effected either by means of a registered letter addressed to the supplier or by means of a writ.

Section 15 Confidentiality, documentation

- a. The supplier, his staff and any third parties involved by the supplier are held to strict confidentiality with regard to all information concerning the contractor acquired through an agreement with the contractor or the fulfilment of such contract, including the nature of, the reason for and the result of the works performed by the supplier.
- b. The supplier shall use the information provided by the contractor only in relation to the fulfilment of the agreement he has signed with the contractor.
- c. All designs, drawings, models, sheets, films, pictures, stamps and other aids and data carriers made available to the supplier by the contractor, or made or bought by the supplier at the expense of the contractor, shall remain and/or become the property of the contractor and be returned to the contractor upon delivery.

Section 16 Safety, the environment

The supplier and his staff, including any third parties involved, shall comply with all legal safety, health and environmental regulations, including any of the contractor's company rules and regulations with regard to safety, health and the environment. The supplier conforms to the Safety- and Environmentcode of Tauw Group bv. The Safety- and Environmentcode can be requested or downloaded from the website. CO2-emissions will be reported by supplier to contractor on request.

Section 17 Applicable law, disputes

- a. All agreements to which these purchase conditions pertain shall be governed by Dutch law.
- b. Any disputes between parties arising from these purchase conditions or from an agreement to which they pertain, regardless of the nature or extent of such disputes, including those regarded as such by only one of the parties, shall be settled by the district court in Zutphen, the Netherlands.

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