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Article 1: Definitions

- a. Services: the work to be performed by the Contractor for the benefit of the Client, on the basis of the Agreement.
- b. Goods: the moveable property to be delivered to the Client by the Contractor on the basis of the Agreement, being all items and all property rights within the meaning of Section 3:1 of the Dutch Civil Code.
- c. Delivery (deliveries): putting one or more Goods into the possession of or bringing one or more Goods under the control of the Client and/or installation and assembly of these Goods (if any), or completion or delivery of the Services, under any title.
- d. Offer: the Written Offer of a Contractor to deliver a certain number of Goods and/or provide a certain number of Services, at a certain price.
- e. Agreement for the Provision of Services/Assignment: the Written (confirmation of the) assignment and/or order of the Client to the Contractor for the delivery of Goods and/or the provision of Services and/or the acceptance of the Offer of the Contractor by the Client.
- f. Client: the foundation: Stichting Fontys, established in Eindhoven.
- g. Contractor: the counterparty of the Client.
- h. Agreement: the arrangements between the Client and the Contractor on the delivery of Goods and/or provision of Services, laid down In Writing.
- i. Written/In Writing: in these Terms and Conditions, message traffic by email is equated with written documents. Messages sent by fax are expressly **not** considered to be In Writing.

- j. Terms and Conditions: these General Purchase Terms and Conditions of Stichting Fontys.

Article 2: Applicability

- 2.1 These Terms and Conditions shall apply to all (requests for) Offers, Assignments and Agreements concerning the delivery of Goods or the provision of Services.
- 2.2. The general terms and conditions of the Contractor do not apply unless expressly agreed otherwise In Writing.
- 2.3. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention) is excluded.
- 2.4. In the event of conflict between the Dutch text of these Terms and Conditions and translations thereof, the Dutch text will prevail.

Article 3: Offers, formation and amendment of the Agreement

- 3.1. Unless the parties agree otherwise In Writing, any Offers the Contractor submits to the Client will have a three-month term of validity after the date of the relevant Offer.
- 3.2. The costs involved in submitting the Offer and the costs of any required samples will be at the expense of the Contractor.
- 3.3. The Client will not return any documentation and samples received with the Offer.
- 3.4. The price stated in the Offer will be fixed and expressed in euros, and will be deemed to pertain to all the costs that are to be incurred in delivering the Goods and/or providing the Services to/at the location indicated by the Client, with the exception of the VAT owed.
- 3.5. The Agreement is formed through offer and acceptance and by the Client accepting an Offer submitted by the Contractor by means of a Written (confirmation of) assignment. However, if the Assignment is sent after expiry of the term referred to under 3.1. above or the Assignment derogates from the Offer on more than minor points, the Agreement will be formed on the basis of the Assignment, unless the Contractor rejects the Assignment within fourteen days of its date, In Writing.
- 3.6. Changes and/or additions to the Agreement can only be made In Writing, by mutual consent.

- 3.7. If the Contractor commences with the delivery of the Goods and/or the provision of the Services without confirming the assignment, it does so at its own expense and risk.

Article 4: Performance of the Agreement and (late) Delivery

- 4.1. The Contractor is obliged to deliver the Goods and/or provide the Services in the agreed form, quantity and quality, on the agreed date of Delivery, to the agreed location.
- 4.2. The Contractor is only authorised to subcontract the performance of the Agreement to third parties – in full or in part – with the prior Written permission of the Client, which permission the Client may make subject to further conditions. The Contractor is responsible for informing any third parties that are engaged of the arrangements with the Client.
- 4.3. The delivery period agreed between the Client and the Contractor, or the time of Delivery, will be considered a strict deadline.
- 4.4. Except with the Written permission of the Client, partial deliveries are not permitted.
- 4.5. If the Contractor can reasonably foresee that it will not be able to comply with its obligations towards the Client on time, it is obliged to inform the Client of this immediately, In Writing, stating the reasons and listing the measures taken and to be taken by the Contractor to prevent the delay, as well as a new delivery date.
- 4.6. Within 14 days of receipt of the notice referred to in the preceding paragraph, the Client will inform the Contractor of whether it agrees to the proposed measures and the consequences listed. Agreement does not constitute acknowledgement by the Client of the cause of the impending delay and is without prejudice to all other rights and claims the Client has under the Agreement.
- 4.7. In the event that not all the Services can be provided and/or not all the Goods can be delivered within the agreed or the extended period in a manner that is in line with the Agreement and – due to causes other than force majeure – performance is permanently impossible, the Contractor will owe the Client an immediately due and payable penalty of 0.1% of the total or maximum price involved in the Agreement for every day the default continues, to a maximum of 10% thereof.
- 4.8. The Client will not rely on the penalty stipulation of Article 4.7 if the Contractor has already compensated the Client in full. The Client will rely on this penalty stipulation if the extent of the Client's loss is difficult to determine or the loss cannot be expressed in monetary terms, as well as if the (premature) termination of an Agreement with the Contractor causes the Client to incur costs in awarding the contract to/selecting another supplier.
- 4.9. The Contractor will make all information, documentation, intelligence, etc. that the Client might reasonably require to make optimum use of the Goods and/or

Services available to the Client in Written form, without charging the Client for that.

- 4.10. The Contractor may not temporarily or permanently replace persons charged with providing the Services without the prior permission of the Client. The Client will not unreasonably refuse its permission and may make this permission subject to conditions. In the event of replacement, the rates that applied to the original persons cannot be increased.
- 4.11. In the event that the Client requests, giving its reasons In Writing, that a person charged with providing the Services be replaced as it considers this necessary or desirable for the proper performance of the Agreement, the Contractor will honour this request, charging a fee that is no higher than the fee laid down in the Agreement in respect of the person who is being replaced. In the event of replacement of those charged with the performance of the Agreement, the Contractor will make persons available who, in terms of expertise, training and experience, are at least equal to those being replaced, or meet the requirements that the parties have agreed upon in respect thereof.

Article 5: Acceptance

Acceptance of Goods Delivered

- 5.1 Delivery of the Goods as described in Article 4 above will not be considered acceptance by the Client.
- 5.2. Within thirty (30) days of Delivery, the Client will inspect the Goods with regard to the agreed quantity and the condition and quality of the Goods, insofar as this is visible.
- 5.3. The inspection may include testing and/or taking samples from the Goods.
- 5.4. Unless it is agreed otherwise In Writing, and with due observance of Article 5.2, the Client will inform the Contractor within a reasonable term, In Writing, of whether the Goods have been accepted or of the moment these are put in full operational use (complete installation/delivery). If the Client has not informed the Contractor with regard to the acceptance within thirty (30) days, In Writing, the Client will be deemed to have accepted the Goods.
- 5.5. Acceptance of the Goods is without prejudice to the Client's right to terminate the Agreement and/or claim compensation in the event that the Goods delivered prove to be unsuitable or faulty.
- 5.6. If the Client rejects the Goods, it will inform the Contractor of that as soon as possible, providing a clear explanation of its complaints. In such case, the Client will have the right to return the Goods delivered, including those Goods that have been tested or of which samples have been taken, to the Contractor. The costs and risk involved in this will be at the expense of the Contractor. In the event that the Goods cannot be returned, the Client will retain custody of the Goods at the expense and risk of the Contractor, and the Client can give the Contractor the opportunity to remedy its faulty Delivery and deliver satisfactory Goods after all.

Acceptance of Services Provided

- 5.7 The Client will assess the results of the Services within ten (10) days after the provision thereof. If the Client deems the results to be satisfactory, it will accept these by means of a notice to the Contractor.
- 5.8. If the Client deems the results of the Services to be unsatisfactory, it will send the Contractor a notice of non-acceptance, with due observance of the term referred to in Article 5.7, stating the complaints.
- 5.9. The Client may have third parties assess the results of the Services.
- 5.10. If the Client considers this necessary, it can extend the term of acceptance by an additional ten (10) working days, after notifying the Contractor thereof.
- 5.11. If the Client has not notified the Contractor of the outcome of the assessment within the term of ten (10) working days after Delivery or the extended term as referred to in Article 5.10, the results of the Services will be deemed to have been accepted.

Article 6: Transfer of ownership and risk

- 6.1 The ownership of the Goods delivered transfers at the time of Delivery.
- 6.2. The Goods delivered and to be delivered are and continue to be at the risk of the Contractor until these have been accepted on behalf of the Client, in accordance with the conditions in Article 5 above.
- 6.3. The Contractor must ensure that the person taking receipt of the Goods is authorised to do so.
- 6.4. Without prejudice to the above, the risk of any Goods that the Client has made available to the Contractor for the benefit of – for example – repairs or processing purposes is borne by the Contractor.
- 6.5. In view of the above, the Contractor is obliged to insure the Goods appropriately and take other measures to prevent or limit destruction or loss of the Goods.

Article 7: Ownership, intellectual property rights and other rights

- 7.1 All intellectual property rights that – at any time and at any location – can or will be exercised with regard to the results of the Services that the Contractor has provided to the Client and the drawings, models, copyrighted works and other documents that the Contractor made or had made for the benefit of the assignment are vested in the Client and are not encumbered with special charges that can stand in the way of the Client's use thereof, and in no way constitute an infringement of third-party rights. Pursuant to the Agreement, if this situation arises, the Contractor will transfer these rights to the Client, which transfer the Client hereby accepts in advance.
- 7.2. Insofar as the results as referred to in Article 7.1 are created using existing intellectual property rights that are not vested in the Client, the Contractor will grant the Client a non-exclusive right of use for an indefinite period of time. In such case, the Contractor guarantees that it is authorised to grant the abovementioned right of use.
- 7.3. Insofar as the transfer of the rights as referred to in Article 7 requires a specific deed for that purpose, the

Contractor hereby irrevocably authorises the Client to have such a deed drawn up and sign it on the Contractor's behalf, without prejudice to the Contractor's obligation to – at the Client's first request – cooperate in the transfer of these rights without being authorised to make this subject to conditions. Insofar as this is necessary, the Contractor hereby irrevocably authorises the Client to have the transfer of these intellectual property rights entered or transferred in the relevant registers.

- 7.4. The Contractor guarantees that the Goods delivered and/or Services provided by it do not infringe third-party rights – which includes intellectual property rights, such as copyrights, patent rights and trademark rights – in any way. Consequently, the Contractor indemnifies the Client against third-party claims in respect thereof, and will compensate the Client for any loss the Client suffers as a result thereof.

Article 8: Invoicing and payment

- 8.1 The right to payment arises after acceptance by the Client in accordance with Article 5. The Contractor will invoice after acceptance. The invoice should preferably be received by email at: digitalefacturen@fontys.nl, or by regular mail.
- 8.2. The Contractor's invoice is required to comply with all legal requirements, be made out to Fontys, contain an itemisation of the Goods delivered and/or Services(s) provided, and as a minimum contain a BU number and contact person stated by the Client and if applicable an order number stated with the (issuing of the) Assignment. Invoices will be paid within thirty (30) days after receipt thereof by the Client.
- 8.3. Any additional work performed by the Contractor will be invoiced by the Contractor after completion of the relevant work and only following the Client's acceptance thereof. The nature and extent of the additional work performed will be clearly stated in the invoices and itemised by means of authentic documentation.
- 8.4. Invoices that do not meet the requirements will not be processed and will be returned.
- 8.5. This article is without prejudice to the Client's right, if any, to – among other things – suspension, exercise of a right of retention, termination and set-off.
- 8.6. In the event that the Client fails to meet its payment obligations in time, it will not be obliged to pay more than the statutory interest, which it will only come to owe after the Contractor has given it a reasonable term, In Writing, to comply with its obligations after all.

Article 9: Compensation and contract variations

- 9.1 Unless the parties have agreed on a fixed price in the Agreement, the Client will compensate the Contractor for the costs actually incurred and the hours actually worked, at the agreed rates.
- 9.2. In the event that, due to additional requirements or changed insights on the part of the Client, or due to amendments in the statutory rules that are relevant to the work to be performed, the Contractor's workload under the Agreement is demonstrably made heavier or increased, this will be considered a so-called "con-

tract extra", which will only be eligible for compensation after agreement in the form of a Written assignment from the Client. Contract extras do not include additional work or changed insights that the Contractor could have foreseen when entering into the Agreement. In the event that a party feels that additional work is required, it will inform the other party of this as soon as possible.

- 9.3. The Contractor will only commence with the additional work after it has received a Written assignment from the Client. In order to get an assignment, the Contractor will submit a Written Offer concerning the extent of the expected additional work and the time and costs involved. The additional work to be performed by the Contractor is subject to the conditions of the Agreement, including those concerning the rates and any discounts, insofar as these are not changed in the additional Written assignment. When submitting an Offer, the Contractor cannot set further or stricter conditions than those that the Client agrees to.
- 9.4. In the event that, due to changed insights on the part of the Client, or due to amendments in the statutory rules that are relevant to the work to be performed, the Contractor's workload under the Agreement is demonstrably made lighter or reduced, this will be considered a so-called "contract reduction", which will be eligible for set-off. In the event that a party feels that a contract reduction is in order, it will inform the other party of this, In Writing, as soon as possible. If a fixed price has been agreed upon, the parties will determine the amount involved in the contract reduction, which will be set off against the price to be paid.

Article 10: Guarantee

- 10.1 The Contractor guarantees that the Goods delivered and/or Services provided by it are as agreed upon and are therefore – among other things – of good quality, new (unless otherwise agreed), free from defects and suitable for their intended use, and are furthermore made of sound materials and comply with the relevant Dutch and European laws and regulations, as well as the requirements of the safety and quality standards that are applied in the sector and the applicable environmental standards.
- 10.2. The Contractor will be responsible for criminal fines and administrative sanctions that are imposed on the Contractor directly and/or are imposed on the Client and that are attributable to the acts and/or omissions of the Contractor in connection with the performance of the Agreement by the Contractor.

Article 11: Default and Liability

- 11.1 In the event that the Contractor fails to comply with its obligations under the Agreement, and continues to fail to comply after being given Written notice of default with a reasonable term to comply with its obligations after all, the Contractor will be in default. The Contractor will be immediately in default without having to be given notice of default: if the agreed strict deadline has passed, if compliance with the relevant obligations within the agreed term is already permanently

impossible or if it can be derived from a notice from the Contractor that the Contractor will fail to comply.

- 11.2. The notice of default referred to in Article 11, paragraph 1 is not required if the term within which the agreed Services should have been performed and/or Deliveries should have been made was extended even before the end thereof. If compliance as referred to in the preceding paragraph does not take place before the end of the extended (strict) term, the Contractor will be immediately in default from that moment onwards.
- 11.3. In the event that the Contractor fails imputably in the performance of its obligations towards the Client, the Contractor is liable for the loss suffered or to be suffered by the Client that is directly connected to the performance of the Agreement.
- 11.4. The loss to be compensated by the Contractor will be limited to an amount of € 2,500,000 per event, to a maximum of € 5,000,000 per year. Connected claims will be considered to be one (1) claim.
- 11.5. All extrajudicial and legal expenses incurred by the Client as a result of the Contractor's failure to comply with its obligations will be at the expense of the Contractor.
- 11.6. The Contractor indemnifies the Client against third-party claims to compensation of loss suffered by third parties as a result of an imputable failure on the part of the Contractor or in connection with an imputable failure on the part of any third party/third parties engaged by the Contractor and or in connection with the use or application of the Goods delivered or Services provided by the Contractor and/or items that are the property of the Client and that are in use at the Contractor. Third parties must be understood to include the Client's personnel and those working on the instruction of the Client.
- 11.7. In the event that, in providing the Services, the Contractor makes use of items that are the property of the Client, the Contractor is liable for any damage caused to those items. In the event that the fact that items that are the property of the Client are in the Contractor's possession for the benefit of performing the Agreement causes the Contractor or third parties to suffer a loss, this loss will be completely at the expense and risk of the Contractor, unless the loss arose from a defect of the items made available themselves.
- 11.8 In the event that its work leads to an invasion of privacy, the Contractor will be liable for any loss or disadvantage arising from that for those to whom the relevant personal data pertain.

Article 12: Force majeure

- 12.1 In the event of force majeure within the meaning of Section 6:75 of the Dutch Civil Code on the Contractor's side, the Contractor may suspend compliance with its obligations under the Agreement, provided that the Contractor informs the Client of this within twenty-four (24) hours of the circumstance resulting in the force majeure, In Writing, stating the cause of the force majeure. The Client will be authorised to terminate the Agreement, In Writing, without this resulting in a right to compensation, or to consult with the Con-

tractor in order to agree on a term for which the parties will suspend compliance with the agreed obligations to await a potential end to the force majeure situation.

- 12.2. Insofar as this can reasonably be expected of it, the Contractor undertakes to remedy any cause of force majeure, or have such cause remedied, as soon as possible.
- 12.3. Force majeure will in any case not include: a lack of personnel, strikes, illness of personnel, a shortage in raw materials, transport problems, delayed delivery, traffic issues, power failures or ICT failures or unsuitability of goods used in the performance of the work, liquidity or solvency problems on the part of the Contractor or default on the part of third parties engaged by it.

Article 13: Insurance

- 13.1 The Contractor will take out appropriate insurance in respect of its liability towards the Client under the law and/or Agreement. In addition, the Contractor will take out insurance against any risks in its business operations against which insurance can be taken out under normal conditions.
- 13.2. Furthermore, the Contractor will insure all Goods of the Client that it gains possession of pursuant to the Agreement against any damage that can be caused to the Goods during the time in which the Contractor has these in its possession, which includes damage as a result of not being correctly or sufficiently processed.
- 13.3. Upon the Client's request, the Contractor will immediately submit an insurance certificate and proof of premium payment in respect of the insurance referred to in the first paragraph to the Client, or a statement from the insurance company concerning the existence of the insurance and the payment of the premiums. The Contractor will not terminate the insurance agreements without the prior Written permission of the Client, or the conditions under which these are entered into, nor will the Contractor change the insured amount to the prejudice of the Client without the relevant permission. The insurance premiums owed by the Contractor will be deemed to be included in the agreed prices and rates.

Article 14: Confidentiality

- 14.1 The parties will consider any information in any form that the parties exchange in connection with the (possible) formation of an Agreement or during the term of the Agreement, any information that they have exchanged already, any information that they allow or have allowed each other to inspect and any information that they are or will be confronted with to be confidential. This information is hereinafter referred to as "confidential information".
- 14.2. The parties will not use, copy or store this confidential information for any purpose other than that for which it was provided to them.
- 14.3. The parties are not free to provide the confidential information to third parties in any way, unless they do so with the permission of the other party. Within that framework, the Contractor is only allowed to issue

press releases and make other public statements with regard to the agreement with the prior Written permission of the Client.

- 14.4. The parties will oblige their personnel and/or third parties engaged with the Client's permission to comply with this obligation of confidentiality and warrant that these persons will comply with this obligation.
- 14.5. The parties are responsible for their personnel that is involved in performing the work within the framework of the Agreement insofar as this is performed on the Client's premises, and observe the privacy rules.
- 14.6. Any act in contravention of this article by an employee or a third party engaged by one of the parties will be considered an act on the part of the relevant party.
- 14.7. If the obligation of confidentiality is not complied with during the term of the Agreement, the Client will have the right to terminate the Agreement without a notice of default being required.
- 14.8. The obligation of confidentiality will continue to apply without limitation after termination of the Agreement. A failure to comply with the obligation of confidentiality after termination of the Agreement will result in the Client being entitled to an immediately due and payable penalty of fifty thousand euros (€ 50,000) per violation, without prejudice to the Client's right to claim any loss actually suffered or to be suffered.
- 14.9. Insofar as, within the framework of the General Data Protection Regulation (GDPR), the Contractor can be blamed for the loss of personal data, the Contractor will be liable for the consequences thereof.

Article 15: Security

- 15.1 Insofar as this work is performed on the Client's premises, the Contractor will instruct its personnel that is involved in performing the work to comply with the security procedures and company rules indicated by the Client. These procedures and company rules can be found on the Client's [website](#).

Article 16: Suspension/right of retention/set-off

- 16.1 The Contractor is not authorised to suspend compliance with its obligations towards the Client or to exercise any right of retention in respect of goods that are the property of the Client or to which the Client has any kind of claim, nor does the Contractor have a right of set-off.

Article 17: Termination

- 17.1 The Client is entitled to terminate the Agreement for a specified period subject to the notice period specified in the Agreement. If the Agreement does not stipulate a notice period, the Client can terminate the Agreement subject to a reasonable notice period, in which case the term of the Agreement must be taken into consideration.
- 17.2. Without being liable to pay compensation, without prejudice to any other rights vested in it and without any notice of default or judicial intervention being required, the Client will have the right to cancel or terminate the Agreement at any time, with immediate effect, by means of a Written notice to the Contractor, in

full or in part, or suspend (further) performance of the Agreement with the Contractor, if:

- a. the Contractor is put into liquidation;
- b. the liquidation of the Contractor is petitioned for, or the Contractor files a winding-up petition itself;
- c. the Contractor is granted a (temporary) moratorium;
- d. a settlement is reached with the Contractor's creditors;
- e. the Contractor loses the power to dispose of (a substantial part of) its assets, for example, by attachment.
- f. the Contractor discontinues its business activities or an important part thereof, which includes liquidation of the company or the transfer of the undertaking to an existing company or a company to be established;
- g. it has been decided to dissolve the Contractor as a legal entity;
- h. the Contractor assigns its assets;
- i. third parties, not being group companies or subsidiaries within the meaning of Section 2:24b and 2:24a of the Dutch Civil Code respectively, acquire the direct or indirect control of the activities of the Contractor (change of control);
- j. the Contractor fails to comply with an obligation under the law or the Agreement, fails to comply with such obligation in full, or acts in contravention of the Agreement and/or the Purchase Terms and Conditions.

17.3. The Contractor will make any information (Written documents, computer files, etc.) that it has gained possession of within the framework of performing the Agreement available to the Client within ten (10) working days of termination of the relevant work or termination of the Agreement.

17.4 Unless the parties have expressly agreed otherwise, the Client can terminate an Agreement that has been entered into with the Contractor for an indefinite period of time at any time, without having to provide reasons, subject to three (3) months' notice.

Article 18: Transfer

18.1 The Contractor cannot transfer or pledge the rights and obligations arising from this Agreement.

Article 19: General provisions

19.1 This Agreement and these Terms and Conditions are subject to Dutch law.

19.2. Any disputes arising from the Agreement will be exclusively decided by the competent court of 's-Hertogenbosch, on the understanding that the Client may submit a dispute to a different court.

19.3. In the event that, for reasons of its own, the Client waives any right or grants the Contractor another allowance, such allowances will be limited to the specific circumstances of the case and will not influence any rights that the Client can exercise in other situations.

19.4. The Contractor cannot derive any right to obtaining further assignments from this Agreement.

19.5. The Client reserves the right to amend or supplement the Terms and Conditions during the term of the Agreement if the law requires the Client to make such changes or additions. Changes and additions will be

communicated to the Contractor In Writing and will be implemented at a time to be decided by the Client.

19.6. If any stipulation of this Agreement and/or the Terms and Conditions should be invalid, the rest of this Agreement and/or the Terms and Conditions will remain in force. If the invalid stipulation is a key stipulation, the Client and the Contractor will agree on a new stipulation that approaches the parties' intention as closely as possible. If the stipulation is not a key stipulation, the Client will – with due observance of Article 19.5 – determine a new stipulation, the purport of which will be as close as possible to that of the invalid stipulation.

These terms and conditions have been filed on 10 October 2019 with the Chamber of Commerce of Brabant under number 41097718