



General Purchasing Terms and Conditions of Van der Heide Bliksembeveiliging B.V., Van der Heide Bliksembeveiliging Inspecties B.V., Van der Heide Cathodic Protection & Corrosion Engineering B.V. and Van der Heide Opleidingen & Inspecties B.V., hereinafter referred to both jointly and individually as 'Van der Heide'.

1. Definitions, applications

1. The following definitions apply for the purposes of these General Purchasing Terms and Conditions:

AIV:	These General Purchasing Terms and Conditions, which apply to and form part of the contract;
Services:	The work to be performed by the Supplier for Van der Heide on the basis of the contract;
Information carriers:	Paper documents and/or carriers of digital information in which the Supplier's Performance/results are made available to Van der Heide;
Delivery/Deliveries:	The Performance to be provided for Van der Heide by the Supplier on the basis of the contract;
Supplier:	Van der Heide's contractual counterparty;
Contract(s):	The contract(s) for valuable consideration between Van der Heide and the Supplier to supply products and services and/or perform work, to which the AIV apply;
Performance:	The deliveries of products and/or services or the work to be performed;
Van der Heide:	Van der Heide Beheer B.V., Van der Heide Bliksembeveiliging B.V., Van der Heide Bliksembeveiliging Inspecties B.V., Van der Heide Cathodic Protection & Corrosion Engineering B.V. and Van der Heide Opleidingen & Inspecties B.V.

2. Application

1. The AIV apply to and form an integral part of all requests from Van der Heide and all Contracts pursuant to which the Supplier delivers a Performance for Van der Heide.
2. The application of any general terms and conditions or other conditions of the Supplier and/or third parties is explicitly rejected.
3. Where the application of any provision of the AIV would conflict with any provision of a written Contract between Van der Heide and the Supplier, that provision does not apply, but the other provisions of these AIV remain in full effect.

3. Issue and alteration of Orders

1. Van der Heide shall provide the Supplier in good time with the information, data and decisions required to provide and complete the Performance properly.
2. An agreement is contracted if a written irrevocable offer from the Supplier has been accepted by an authorized representative of Van der Heide in writing or the agreements have been confirmed in writing by the parties by other means.
3. Before contracting, and no later than the contracting date, Van der Heide shall provide the Supplier with a copy of the AIV, except in cases in which Van der Heide has already provided the Supplier with a copy of the AIV for previous Orders.
4. Changes in the Contract, including additional work and/or a reduction in Performance already ordered and/or modifications of drawings, models, instructions, specifications and the like are contracted as soon as Van der Heide has notified the Supplier of this in writing (by letter, fax or e-mail) and the Supplier has confirmed this in writing.
5. If the consequences of a change are unreasonable in Van der Heide's view, Van der Heide has the right to dissolve the Contract in part or in full by means of a written declaration. Dissolution pursuant to this Article does not entitle the Supplier to compensation for any damages.

4. Prices, fees and other costs

1. The agreed prices and charges are fixed and unless otherwise agreed, are stated in euros exclusive of VAT.
2. The fee agreed for the Performance covers all costs to be incurred by the Supplier for expert execution, including but not limited to:
 - a) travel, transportation and accommodation expenses incurred;
 - b) costs relating to the certification of materials, constructions and installations;
 - c) costs relating to other simple tests or analyses;
 - d) costs of reproducing Contracts, specifications, drawings, calculations, reports, etc;
 - e) costs of announcements by advertisements, post, telecommunications, registration, land registry charges and other disbursements;
 - f) costs of the use of instruments by the Supplier in measurements and sampling;
 - g) other costs laid down in the contract.
3. If circumstances arise following the formation of the Contract that were not foreseen at the time of formation and that affect price determinants such as wage costs or prices of materials, the Supplier does not have the right to charge Van der Heide higher prices for this unless the parties (have) explicitly agree(d) otherwise.
4. In all circumstances and at every stage of the Contract, Van der Heide has the right to require the Supplier to provide personal or commercial surety for compliance with its obligations, without delay.

5. Delivery

1. The Supplier is required to execute the Performance to the agreed scale and quality at the agreed delivery location (DDP), at the agreed time or within the term(s) set for this. If products complying with the Contract are not delivered within the agreed terms at the agreed location, the Supplier is deemed to be in default, with no warning required.
2. Products shall be delivered in sound packaging. Van der Heide may require that the packaging of products delivered or to be delivered is returned at the Suppliers risk and expense. Return deliveries of returnable packaging shall take place at the Supplier's risk and expense, to a destination designated by the Supplier.
3. All available documents intended for the proper use of the products shall be supplied with the Delivery, as well as any quality approvals or certificates, fittings and ancillary materials.
4. The consent of Van der Heide is required for full or partial early Performance. If such permission is granted, Van der Heide nevertheless has the right to make payment within the term shown in the Order.
5. As soon as the Supplier knows or could reasonably have been expected to know that it will fail to comply with the Contract, it must notify Van der Heide of this without delay, in writing, stating the reasons.
6. The Supplier is not authorized to provide partial deliveries, unless otherwise agreed with Van der Heide. In such a case, for the purposes of these AIV, 'Delivery' also refers to partial delivery.
7. Ownership of delivered goods transfers to Van der Heide at the time of Delivery, unless the parties agree otherwise in writing.

6. Invoicing and payment

1. Invoices must be sent by e-mail Crediteuren@vanderheide.nl to Van der Heide Beheer B.V./Van der Heide Bliksembeveiliging B.V./Van der Heide Bliksembeveiliging Inspecties B.V./Van der Heide Cathodic Protection & Corrosion Engineering B.V./Van der Heide Opleidingen & Inspecties B.V., or by mail for the attention of Creditor Accounts, De Lang West 126, 9201 CH Drachten, the Netherlands.



2. Invoices must be sent in duplicate, stating the reference/order number, the date of the Order/Contract, the delivery address, the delivery date, the net price, any type, series or appliance number, and the name of the contact official/person who placed the Order at Van der Heide and must be fully specified in accordance with Van der Heide's instructions.
3. Payment of the price shall take place within 45 days of the receipt and approval of the invoice, unless otherwise agreed.
4. Invoices will not be processed before the agreed Performance is delivered.
5. Payment does not entail any waiver of any contractual rights. Van der Heide is authorized to settle amounts owed to the Supplier for whatever reason with amounts payable by the Supplier to Van der Heide for whatever reason. If Van der Heide rejects the Performance or products after payment in accordance with Article 8, the Supplier, after receiving written notice of this, shall repay Van der Heide the payments made within two weeks, plus interest on the amount paid at the statutory rate from the date on which Van der Heide made the payment.

7. Obligations of the Supplier

1. The Supplier must check the accuracy and completeness of specifications, drawings and other documents that it receives from Van der Heide for the execution of the Contract before the contracting date.
2. The Supplier's normal work includes testing its own products before their Delivery to Van der Heide and recording of the tests performed.
3. The Supplier shall send Van der Heide a copy of the registration form showing which tests were performed, when and by whom, and any comments made and if necessary processed, together with the final documents. The registration form must be signed for approval by the Supplier or an employee of the Supplier.
4. In addition to the contractual Performance, the Supplier is willing to provide additional support for other parts or work on an ad hoc basis. This work may precede the work for the agreed Performance. Timely agreements will be reached on this on a case by case basis. These AIV also apply for such work.
5. The Supplier also indemnifies Van der Heide against claims or damages arising through the use of the materials delivered by the Supplier or work performed by the Supplier, as well as claims or damages arising from non-compliance with government and other regulations.
6. The Supplier guarantees that Performances by or on behalf of the Supplier comply with the contractual conditions and specifications and will be carried out in accordance with the agreed time schedule. The Supplier also guarantees that the Performance of the agreed work shall take place in compliance with current laws and regulations and government decisions. Products only comply with the Contract if they:
 - comply with the agreed requirements, specifications, properties, standards, conditions, drawings and samples;
 - are free of material, manufacturing and design errors;
 - comply with environmental or other requirements under or pursuant to the law;
 - are made of sound new materials;
 - are produced in such a way that they can be safely and correctly connected and installed;
 - are accompanied by the data required for correct and safe use (including maintenance), clearly displayed on the product in Dutch or, if this is not possible, presented in enclosed instructions;
 - are provided with a notice stating the manufacturer or the party that trades the product, in the Netherlands or elsewhere, clearly attached to the product or, if this is not possible, to the packaging, in Dutch;
 - are accompanied by packing lists, drawings, quality certificates and guarantees, etc;
 - display a type, serial and possibly, appliance number on the product or, if this is not possible, on the packaging.Van der Heide may always invoke a guarantee, regardless of the date on which it discovers the defect or reasonably ought to have discovered it, provided that this date lies within the guarantee term.
7. The Supplier must execute the Contract well, with due care and to the best of its knowledge and ability. The Supplier shall avoid anything that could damage the execution of the Performance(s).
8. The Supplier guarantees the quality and integrity of the person assigned by the Supplier to execute the contract. Works shall be carried out in compliance with all statutory provisions.
9. The Supplier shall keep Van der Heide informed of progress with the execution of the Contract, including the financial aspects, and shall provide information on request.
10. In order to meet its information obligations, the Supplier shall inform Van der Heide in good time of the financial consequences and risks associated with imposing different or additional requirements, deferring or changing decisions and/or the Performance, and the occurrence of circumstances that were not taken into account on contracting of the Performance.
11. On contracting of the agreement, the Supplier shall provide Van der Heide with an estimate or statement of the costs and/or hours. When changes in the Order are agreed, the Supplier shall state whether and to what extent these affect the said estimate or statement of costs and/or hours. As soon as there is a justified expectation that the latest estimate or statement of costs and/or hours is inadequate, the Supplier shall notify Van der Heide of this in writing.

8. Inspections

1. Van der Heide has the right to perform, or have performed, inspections or tests of products or the result of Services on Delivery or completion.
2. If it is agreed that Van der Heide will test the products to be delivered at the Supplier before Delivery:
 - The Supplier will keep the products ready for inspection on a date enabling inspection before the expiration of the delivery term and the Supplier shall notify Van der Heide of that date in writing;
 - The Supplier shall provide Van der Heide with a suitable room and reasonable staff and material support on request.
3. The Supplier shall bear the costs of the inspections or tests if Van der Heide rejects the Delivery or the Performance.
4. If the Supplier fails to perform actions to assist in a test or inspection, the Supplier shall bear the resulting costs.
5. If a product or Performance fails, on testing or inspection, to comply with the quality standards laid down in the Contract and these AIV, Van der Heide can select one of the following options:
 - a) Van der Heide may require improvement or repair within a reasonable term that it sets, which includes the Delivery of the missing elements, without affording the Supplier any right to claim compensation;
 - b) Van der Heide may dissolve the Contract with immediate effect, in part or in full, by written notice in compliance with Article 14 of these AIV. Van der Heide also reserves all other contractual rights.
6. The risk and/or consequences of the rejected Performance are borne by the Supplier from the date on which Van der Heide notifies the Supplier. If ownership of the individual delivered and rejected products is possible, ownership is transferred back to the Supplier from the date of notification by Van der Heide.

9. Confidentiality and communication

1. The Supplier, its employees and any persons hired by the Supplier are required to maintain full confidence regarding all business information that comes to their knowledge through the relationship with Van der Heide.
2. The Supplier indemnifies Van der Heide against damages that it suffers through infringements of the confidentiality obligations by the Supplier, its employees and persons hired by the Supplier. The confidentiality obligation also remains in effect in full after Delivery.



3. Without the prior written consent of Van der Heide, Supplier, its employees and any persons hired by the Supplier shall not refer to a Contract with or Performance for Van der Heide in advertisements or publications via any medium whatsoever or in any other way.
4. The Supplier shall ensure that the persons responsible for the execution of the Contract are informed of the aforementioned confidentiality obligation. Without the prior written consent of the other party, neither party shall inform third parties of the information and information carriers available to it.
5. The obligations referred to in the preceding paragraphs do not apply to the extent that the information in question:
 - a) was demonstrably already in the possession of one of the parties at the time that it was provided to that party;
 - b) is or has become publicly disclosed and that disclosure is not the consequence of failure on the part of one of the parties to comply with the obligations described in this Article;
 - c) was notified to one of the parties without the confidentiality obligation by a third party with the right to provide that information;
 - d) was provided to third parties with Van der Heide's consent, subject to conditions or otherwise.
6. Only with the consent of Van der Heide may the Supplier maintain direct contacts with other parties involved in the Order.

10. Transfer of obligations

Without the written consent of Van der Heide, the Supplier may not transfer part or all of its contractual obligations to third parties. The prior written consent of Van der Heide is required for the deployment of a subcontractor.

11. Liability

1. The Supplier shall be liable for all damages suffered or to be suffered by Van der Heide at the time of or as a result of the execution of the Contract or the Performance of the work by the Supplier, its employees or another legal or natural person deployed by the Supplier, regardless of who caused the damages, and the Supplier shall indemnify Van der Heide in that regard.
2. If Van der Heide feels compelled to perform the Supplier's Performance itself, in full or in part, the Supplier shall immediately provide Van der Heide with all relevant information available to it and belonging to it, for no consideration. The foregoing is without prejudice to Van der Heide's right to claim compensation from the Supplier for any costs, damages and interest relating to the takeover of the work from the Supplier.
3. A situation such as that described in paragraph 2 of this Article leads to an attributable shortcoming (default) on the part of the Supplier in the compliance with one or more of its obligations. Such shortcomings authorize Van der Heide to cancel the Contract without compensation.
4. If the result of the work performed after the execution of the Contract fails to comply with the agreements, the Supplier shall do everything possible to achieve the agreed result after all, within a reasonable term, at its own expense.
5. If the Supplier fails to comply with its obligation(s), or fails to do so properly or in time, despite the opportunity afforded in paragraph 4 of this Article, Van der Heide has the right to take, or to provide to take, all action necessary to achieve the agreed result at the Supplier's risk and expense, including Delivery, repair or replacement by a third party. Van der Heide has the same right if, in view of its interests, it cannot reasonably be expected to wait until the Supplier may be able to take, or provide to take, all action necessary to comply with its obligations.

12. Penalty

1. In the event of any attributable shortcomings in the Supplier's Performance, on expiry of a term set for that purpose, the Supplier owes Van der Heide a penalty, without the intervention of a court, of 0.5% of the total or maximum contract price plus VAT for each day that the shortcoming persists, to a maximum of 10%.
2. If compliance is permanently impossible, other than as a result of *force majeure*, the penalty is payable in full with immediate effect.
3. The penalty is payable to Van der Heide without prejudice to all other rights or claims, including:
 - a) its claim for compliance with the agreed Performance, including the obligation to provide the Services and/or deliver the products;
 - b) its right to compensation for damages.
4. The penalty will be settled with payments due by Van der Heide, regardless of whether the claim for such payments has transferred to a third party.

13. Insurance

1. The Supplier declares that it is adequately insured for professional liability and other applicable liabilities, and will remain so for the execution of the Contract.
2. At Van der Heide's request, the Supplier will immediately provide access to the policy/policies and the evidence of premium payments. The Supplier shall not end the insurance Contracts or the conditions on which they were contracted without Van der Heide's prior written consent, nor will the Supplier change the insured amount to the detriment of Van der Heide without such consent. The insurance premiums payable by the Supplier are deemed to be included in the agreed prices and charges.
3. The Supplier hereby cedes in advance all claims to insurance benefits, within the meaning of the first paragraph, to the extent that these relate to damages for which the Supplier is liable to Van der Heide pursuant to this Contract. Insurance benefits paid directly to Van der Heide by the insurance companies will be deducted from the compensation for damages payable by the Supplier to Van der Heide for the insured incident.

14. Early termination of the Contract

1. If for any reason progress with the Performance is delayed or halted, Van der Heide may terminate the Contract and the Supplier may not make any claim to follow-up Orders. Settlement will then take place on the basis of the status of the work performed by the Supplier. In such cases, the Supplier cannot make any claim to extra reimbursement of expenses or compensation for loss of income or damages due to delays. The Supplier indemnifies Van der Heide against all liability in that regard.
2. Van der Heide may cancel the Contract with immediate effect, in writing, if the Supplier is made subject to a mandatory liquidation order, applies for a moratorium on payments or finds itself in a similar position, if a substantial proportion of the Supplier's equity is garnished or if its business activities are discontinued.
3. Van der Heide may furthermore cancel the Contract with immediate effect if the Supplier enters into a merger or falls under the control of another company or institution.
4. Van der Heide may also cancel the Contract with immediate effect if the Supplier or one of its subordinates grants or has granted Van der Heide or one or more of its employees or representatives benefits that can be valued in money.
5. No court intervention or further notice of default is required for the termination of the Contract as described in this Article. The cancellation of the Contract does not afford the Supplier any right to compensation for damages in any form or by whatever name. Van der Heide retains its rights pursuant to the Order and the provisions of these AIV remain in full effect. If Van der Heide has made advance payments, these must be repaid to Van der Heide immediately, as if they were paid unduly. The Supplier shall not be entitled to invoke a settlement.

15. Intellectual property rights and rights of use

1. All intellectual rights and intellectual property rights that can be exercised at any time or place, both for use and for exploitation by Van der Heide and/or for all products, Services and/or works, including software, delivered by the Supplier pursuant to the Contract are held by Van der Heide unless otherwise agreed.
2. The Supplier transfers its rights pursuant to these provisions to Van der Heide, which transfer is accepted by Van der Heide immediately on the creation of those rights.



3. To the extent that the transfer of such rights would require a further deed, the Supplier irrevocably authorizes Van der Heide to draw up, or have drawn up, such a deed and sign it on the Supplier's behalf, without prejudice to the Supplier's obligation to cooperate in the transfer of such rights at Van der Heide's request, without the right to impose conditions in that regard.
4. Any costs associated with the establishment of certain intellectual rights or intellectual property rights shall be borne by Van der Heide.
5. The Supplier consequently irrevocably authorizes Van der Heide to provide for the registration of these intellectual rights or intellectual property rights in the relevant registers.
6. The rights referred to in paragraph 1 include, without this summary being regarded as exhaustive:
 - a) all actions, including the permanent or temporary reproduction of part or all of the information or the processing of information, results, Performance and information carriers that are necessary or useful with a view to what is envisaged with these and/or for which they are, appear to or could be suitable;
 - b) loading, imaging, implementing, transferring and saving digital information, or processed digital information, for that purpose, with a view to maintenance, correction of errors, virus control, making potential improvements, transferring it to a different environment, connecting and/or making it interoperable with other hardware, system software and other software, changing parameters, installing, changing or deleting security systems, the production, saving or changing of copies or reserve copies, investigation and testing of the information carrier.
7. The Supplier hereby waives any so-called personality rights accruing to it in respect of Van der Heide, to the extent permitted by the applicable laws and regulations. The Supplier, authorized for that purpose, also acting on behalf of its involved employees, hereby waives any personality rights accruing to such employees in respect of Van der Heide, to the extent permitted by the applicable laws and regulations.
8. If a difference of opinion arises between the parties concerning the ownership of information carriers or the intellectual rights or intellectual property rights to these, it is assumed that Van der Heide holds that ownership until evidence to the contrary is provided by the Supplier.
9. The Supplier shall not make the Performance(s) available to third parties in any form, or provide third parties with any information on this, without the prior explicit written consent of Van der Heide. Van der Heide has the right to attach conditions to such consent, such as payment by the Supplier of a royalty fee to be fixed by Van der Heide and the Supplier in joint consultation.
10. Without prejudice to the foregoing, Van der Heide has the right, if third parties hold it liable for infringement of intellectual rights or intellectual property rights, to dissolve the Contract out of court, in writing, in full or in part. Van der Heide will not avail itself of its right to dissolve the Contract without consulting the Supplier in advance.
11. The Supplier indemnifies Van der Heide against third party claims relating to any infringement of third party intellectual rights or intellectual property rights, including similar claims relating to knowledge, so-called personality rights, as well as claims concerning know-how, illegal competition and the like. The Supplier shall take all measures, at its own expense, that could help to prevent stagnation and to limit the extra costs to be incurred and/or damages to be suffered as a result of such infringements.

16. Jurisdiction and competent courts

1. Unless otherwise agreed, the Contract and all obligations arising from it are governed by Dutch law.
2. In the event of a dispute, the court in the location or district in which Van der Heide is registered is competent to hear this.
3. By way of derogation from paragraph 2 of this Article, Van der Heide is authorized to decide whether a dispute will be settled via arbitration.