

GENERAL PURCHASE CONDITIONS 2012 (“GPC”)

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Definitions

"Buyer"	means the company named as such in the Purchase Order Agreement and the legal successors in title to such company.
"Seller"	means the company named as such in the Purchase Order Agreement.
"Goods"	means the articles, materials, supplies, drawings, manuals, documents, data, spare parts and services (such as but not limited to: advice, design, installation, supervision, inspection, testing, commissioning and assistance) as specified in Schedule 1, to be delivered, furnished and rendered respectively by Seller according to the P.O.
"Main Contract"	means the contract, entered into by the Buyer and its principal (employer), particulars of which are given in Schedule 4.
"Milestone"	means the milestones and/or milestone stone dates as specified in Schedule 1 and which entitle the Buyer to levy Liquidated Damages as per PPC Clause 9.8 [Liquidated Damages for Delay] if these milestones are not met.
"P.O."	means the Purchase Order Agreement, including those documents being part thereof as specified in the Purchase Order Agreement.
"P.O. Price"	means the price for the supply and delivery of the Goods as specified in Schedule 2.
"Principal"	means the principal (employer) of the Buyer under the Main Contract as specified in Schedule 4.
"Delivery Date"	means the dates upon which the Goods shall be delivered as specified in Schedule 3.
"Acceptance of Delivery"	means the certified acceptance that the Goods have been delivered in compliance with the requirements of the P.O.
"Variation Order"	means a variation or change to the P.O. in accordance with Clause 12 [Variation Orders].
"Parties"	means the Buyer and the Seller and "Party" shall mean each of them as the context requires.
"GPC"	means the General Purchase Conditions revision 2012 ("GPC 2012")
"Performance Period"	means the applicable period of performance as specified in the Particular Conditions.
"Warranty Period"	means the applicable period of warranty as specified in the Particular Conditions.

2. Language, communications

2.1 Languages

The ruling language for communications under the P.O., all related or subsequent documents and communications, (e.g. all correspondence, invoicing, documentation, certificates, etc.) shall be in the English language.

2.2 Communications

All notices and communications under the P.O. by any party to the other shall be in writing and delivered personally or sent by mail to the relevant address of the parties as included in the Purchase Order Agreement.

3 P.O. Confirmation

Seller shall sign the P.O. within 8 days from receipt of the P.O. by returning a copy thereof, signed by the Seller, to Buyer.

4 Main Contract

4.1 Seller's performance in relation to the Main Contract

The Buyer shall make the Main Contract or the relevant parts thereof available for inspection to the Seller. Where the provisions of this P.O. require otherwise, the Seller shall perform and assume all the obligations of the P.O. that no act or omission of his in relation thereto shall constitute, cause or contribute to any breach by the Buyer of any of his obligations under the Main Contract insofar pertaining to the Goods to the extent provided for by the P.O.

4.2 Seller's notices of ambiguities or discrepancies in relation to the Main Contract

The Seller shall promptly give notice to the Buyer of any ambiguity or discrepancy which he discovers when reviewing the P.O. and (the relevant parts of) the Main Contract.

4.3 Seller's obligations and liabilities in relation to the Main Contract

The Seller shall assume the obligations and liabilities of the Buyer under the Main Contract insofar pertaining to the Goods to the extent provided for by the P.O., and other than where the provisions of the P.O. otherwise require.

5 Entire Agreement, Amendments

The P.O. constitutes the entire agreement between Buyer and Seller with respect to the Goods and supersedes all prior negotiations, representations or agreements between them.

The P.O. may only be amended by mutual agreement and by a written instrument explicitly referring to this P.O., duly executed by both parties.

6 Discrepancies, errors, omissions

The documents together forming the P.O. shall be interpreted, as being mutually explanatory. Should any error, inconsistency or omission be apparent in any P.O. document or should Seller be uncertain about any of the contents of the P.O., or should Seller need any further information or clarification, Seller shall forthwith inform Buyer in writing and shall proceed with performance as then directed by Buyer in writing.

7 Delivery terms and Acceptance of Delivery

7.1 Delivery terms

Delivery terms used in the P.O. shall be interpreted according to Incoterms 2010, including adaptations and supplements, issued by the International Chamber of Commerce. Notwithstanding the

terms and conditions stated in the Incoterms 2010 the cost for the documentation as required in the P.O. are for Seller's account.

Delivery shall take place as per the applicable delivery term specified in Schedule 1 and risk and title to the Goods shall pass to Buyer as defined under such Incoterm. Delivery shall be accepted by the Buyer when the requirements of the Goods in accordance with the P.O. have been satisfied for the (relevant part of) the Goods.

7.2 Acceptance of Delivery

When the (relevant part of) the Goods meet the requirements of the P.O., the Buyer shall forthwith issue to the Seller a certificate which shall specify the date when Acceptance of Delivery of such (relevant part of) the Goods was achieved.

8 Inspection and tests

8.1 General

Inspection and testing shall be as described in the P.O. or subsequently agreed between Buyer and Seller. Seller shall be responsible for the overall design (if applicable) and performance of the Goods, including compliance with the applicable standards and specifications.

Seller shall give to Buyer's personnel and agents all information they may require for inspection and testing of the Goods. Seller shall advise Buyer, at least 8 days before Goods are ready for inspection, when these Goods can be inspected on Seller's premises. Seller shall allow Buyer's authorised personnel and agents free access, during normal working time to Seller's and its subcontractor's premises, for such inspections as Buyer may deem useful for the purpose of checking the due performance of the P.O. by Seller.

Seller acknowledges that Buyer is not obliged to conduct any inspection of the Goods and in the event Buyer conducts any inspection of the Goods or receives any information from the Seller with respect to testing of the Goods, such inspection or information shall not release Seller from any of its obligations or responsibilities under the P.O.

8.2 Standards and Specifications

Seller shall comply with and if applicable be certified according to the material or quality standards and/or specifications as specified in the P.O.

8.3 Seller's Quality Control and Pre-inspection

Seller shall be present at pre-meetings regarding quality control if so required by Buyer and shall submit factory-test and inspection procedures (QC-plan) for Buyer's approval. Prior to inviting Buyer to inspect the Goods, Seller shall pre-inspect same to ensure that the Goods are in accordance with the requirements of the P.O.

8.4 Testing

Tests shall be performed by Seller prior to despatch of the Goods and Seller shall give Buyer reasonable prior notice thereof. Seller shall furnish all facilities, tools and consumables necessary to perform the tests and shall perform these tests in the presence of Buyer's personnel or agents as witnesses, unless Buyer waives his right of presence in writing. Such waiver by Buyer shall not confirm acceptance of the Goods by Buyer to Seller nor relieve Seller from any of his obligations under the P.O. Seller shall furnish to Buyer copies of test reports.

Should additional tests, not provided for in the P.O. or in the QA/QC plan approved by Buyer, be required by Buyer, Seller shall then perform these tests and Buyer shall pay to Seller the reasonable cost of these test, as shall be agreed upon between the parties. However, in case these additional tests show that the Goods do not comply with the requirements of this P.O., the cost of such additional tests shall be borne by Seller.

8.5 Rejection

Buyer may reject any Goods not meeting the requirements of the P.O. If Buyer rejects Goods, Seller shall replace or repair the Goods immediately at his own expense. The replaced or repaired Goods shall be subject to re-inspection and/or re-testing as aforesaid. Buyer shall be entitled to claim and Seller shall be obliged to pay the consequential costs to Buyer associated with the re-inspection/testing.

8.6 Approval

On satisfactory completion of inspection and testing Buyer shall confirm by means of a release note that the Goods have been inspected and tested in accordance with the agreed procedures and standards and that they are released for despatch from Seller's premises. No Goods will be despatched from Seller's premises prior to issue of the accompanying release notes by the Buyer's, unless Buyer has waived same. The issue of the release note or waiver shall not relieve Seller of any of his obligations under the P.O.

Approval by Buyer of any document, drawing or procedure provided by Seller does not relieve Seller of any responsibility for the design, quality or performance of the Goods delivered under the P.O.

8.7 Co-operation Seller

The Seller shall provide qualified and experienced personnel to carry out all tests on the Goods together with such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any such Goods and the quality, weights or quantity of any materials used, and shall provide Buyer with such samples of materials for incorporation into the Goods for testing, as may be selected and required by the Buyer.

9 Manner and time of delivery

9.1 Conformity with the provisions in the P.O.

Seller shall manufacture and deliver the Goods in accordance with the provisions in the P.O. subject to Clause 11 [Force Majeure] hereinafter.

9.2 Acceptance

The Goods shall be accepted (subject to reasonable opportunity for examination) at the place and date of delivery.

9.3 Time for delivery

Time for delivery, as stipulated in the P.O., is of the essence and Seller guarantees delivery of all Goods at places and times stated therein. Non compliance shall cause the Seller to be in default without the Buyer having to give notice to the Seller.

- 9.4 **Buyer's right to suspend the delivery**
Buyer shall be allowed to suspend the delivery of the Goods beyond the Delivery Date(s) specified in the P.O. In this event the Seller shall store these Goods at Seller's risk and Buyer shall pay to Seller the reasonable cost of use of storage space.
- 9.5 **Seller's notice of delayed delivery**
If Seller will not be able to, or expects not to be able to, meet the Delivery Date(s) or the otherwise agreed Delivery Date(s), Seller shall immediately inform Buyer thereof in writing. Immediately upon request the Seller shall provide the Buyer with all information regarding actual availability of resources, the progress in manufacturing, actual availability of the Goods.
- 9.6 **Buyer's right to instruct Seller for additional internal or external resources**
If it will be most likely that there will be delay to the delivery, the Buyer may instruct the Seller and the Seller shall without delay commit such additional internal or external resources as may be considered necessary by the Buyer to accelerate the delivery of the goods and recover any such delay. All such additional resources shall be at the Seller's cost. If the Seller fails to commit any such additional adequate resources within 7 days, the Buyer reserves the right, at its sole discretion, to omit any part or parts of the P.O. and arrange delivery of those parts from alternative resources.
- 9.7 **Buyer's right to recover additional costs**
The Buyer shall be entitled to recover from the Seller his total additional costs incurred in acting in accordance with this Clause 9.7 [Buyer's right to recover additional costs] and duly proven in addition to any damages (inclusive LD) to which the Seller may be or may become liable under the P.O.. In case it is determined that the Buyer was not permitted to require such steps to be undertaken by the Seller, the costs incurred by the Seller shall be recoverable from the Buyer.
- 10 Termination / Non-Fulfilment**
- 10.1 **Sellers default**
If Seller breaches any requirement of the P.O., the Buyer may give written notice to the Seller requiring it to rectify such failure and remedy the same.
- 10.2 **Sellers default at delivery**
In case the Goods are found not to be in accordance with the specification and/or quantities, Buyer reserves the right, at Buyer's sole discretion and without prejudice to any other rights or remedies, whether under contract or at law, to:
- i. leave the Goods at the Seller's disposal, where they are at the time of delivery and terminate the P.O. in writing and/or
 - ii. leave the Goods at the Seller's disposal, where they are at the time of delivery and instruct the Seller to replace such goods without price addition, by goods in accordance with the P.O. within a time acceptable to Buyer and/or
 - iii. keep the Goods (which shall not of itself imply or be deemed to imply acceptance thereof).

10.3 Buyer's right to terminate
The Buyer may terminate if:

- i. the Seller fails to fulfill and continues to fulfill its obligations in respect of the P.O. not subject to any written notification as stated in Clause 10.1 [Seller's default];
- ii. The Goods do not comply with the P.O. and Buyer terminates the P.O. in accordance with Clause 10.2 (i) [Seller's default at delivery].
- iii. Seller or the manufacturer of the Goods becomes bankrupt or is being placed under judicial management.
- iv. The Seller does not comply with the Code of Conduct as per Clause 23 [Code of Conduct for Subcontractors and Suppliers].

10.4 Termination of the P.O.

If the P.O. is terminated in accordance with Clause 10.3 [Buyer's right to terminate], the Seller shall: discontinue its performance of the P.O., other than such parts as the Buyer may require for the purpose of ensuring continuity of the execution of works in which Goods need to be incorporated; provide to the Buyer all materials, spare parts and consumables which are the property of the Buyer.

10.5 Buyer's right to claim compensation for damage

In case of Seller's default under Clause 10.2 [Seller's default at delivery] and/or termination as per Clause 10.3 [Buyer's right to terminate], the Buyer shall be entitled to claim compensation for damage from Seller which will include but not be limited to:

- i. recovery from the Seller the extra cost, if any, of completing the P.O. and
- ii. the costs of delay or delay Liquidated Damages if applicable.

The said termination shall not entitle Seller to any compensation and it shall not affect the parties' mutual rights and liabilities in respect of the Goods already delivered by Seller

10.6 Termination for convenience

The Buyer is at all times entitled to terminate the P.O. by means of written notice to the Seller. Immediately after receipt of the written notice or at the time set out therein, the Seller shall cease performance of the P.O. The Buyer and the Seller shall consult on the consequences of such termination.

11 Force Majeure

11.1 Events and procedure Force Majeure

Neither the Seller nor the Buyer shall be liable for any failure to perform any right and/or obligation of the P.O., if any such right and/or obligation has been delayed, hindered, interfered with or prevented by an event of Force Majeure which for the purpose of the P.O. shall be limited to the following events: - acts of God; acts of war (whether declared or not), invasion, armed conflict or act of foreign enemy, blockage, embargo, revolution, insurrection, terrorism or military action or politically motivated sabotage; - revolution, riots or civil commotion; - strikes, lockouts or other industrial action (other than those involving primarily the employees of the Seller and/or any sub-sellers) or labour disputes which are not primarily motivated by the desire to influence the action of an enterprise so as to preserve or improve conditions of employment; - pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; maritime or aviation accidents (other than those caused by or contributed to by the Seller or any sub-seller); chemical and/or biological contamination at the Work Site; - any embargo or blockage or trade sanctions in each case, against The Netherlands.

An event of Force Majeure shall not include the following:

- i. the late performance by the Seller caused by the acts or omissions of any sub suppliers;
- ii. the late delivery of machinery, equipment, materials, fuel or utilities to its manufacturing site;
or
- iii. the insufficiency of funds.

The affected Party shall give notice to the other Party of the event of Force Majeure as soon as it is reasonably practicable, but not later than eight (8) days after the date on which the affected Party knew or should reasonably have known of the commencement of the event of Force Majeure giving the details of the event, its effect and an indicative estimate of its likely duration.

Upon the occurrence of any event of Force Majeure, the Buyer and the Seller shall endeavour to continue to perform their rights and/or obligations under the P.O. The Buyer and the Seller shall make all reasonable efforts to prevent and reduce to a minimum and mitigate the material adverse effect of the event of Force Majeure, including recourse to alternate acceptable sources of services, equipment, materials and construction equipment; and shall use their best efforts to ensure resumption of normal performance of the Contract after the occurrence of any event of Force Majeure. Upon cessation of any event of Force Majeure, the affected Party shall promptly notify the other Party of the date of the cessation.

11.2 Consequences of Force Majeure

If either the Buyer or the Seller becomes unable to perform all or part of its obligations under the P.O. because of an event of Force Majeure and such Party has properly invoked and observed the provisions of this Clause 11.2 [Consequences of Force Majeure] in respect thereof, such Party shall be permitted to delay the performance of its obligations affected by the event of Force Majeure. The Seller shall not be entitled to make any claim for costs and/or expenses incurred as a direct or indirect result of such event of Force Majeure.

11.3 Termination for Prolonged Force Majeure

Either the Buyer or the Seller may terminate the Contract as aforesaid if any event or events of Force Majeure exceed one hundred and eighty (180) consecutive days.

12 Variation Orders

12.1 Seller to adhere Variation Orders issued by Buyer to Seller

Seller shall adhere to such variations to the P.O., whether by way of addition, modification or omission as may be instructed through a written Variation Order, issued by Buyer to Seller.

12.2 Valuation of Variation Orders

The value of such variation shall be determined using the rates and prices (if any) specified in the P.O. or, in absence thereof, in similar or comparable orders. If there are no such rates or prices, or if items are not applicable, then such value shall be such as is fair and reasonable. Seller shall submit all information and documentation that the Buyer deems necessary for the verification of the (valuation of the) Variation Order.

13 Quality and Warranties

13.1 Fit for purpose

Goods shall be new and free of any liens and defects in quality, workmanship and materials and suitable for use and/or operation as indicated in the P.O.

13.2 Seller's guarantee and warranty

The Seller guarantees and warrants for the duration of the Warranty Period that the Goods:

- i. shall be free from all defects; and
- ii. shall conform to the requirements of the P.O.

13.3 Seller to undertake remedial work

If during the Warranty Period the Goods or any part thereof are not in accordance with the Warranty so provided, the Buyer shall notify the Seller in writing thereof. Promptly upon receipt of such notice, the Seller shall repair, replace or correct the Goods so as to ensure that the Goods comply with the warranties set out in this Clause 13.3 [Seller to undertake remedial work] and are in all respects in accordance with the P.O. once all remedial work has been completed.

13.4 Seller to advise Buyer on costs and progress of remedial work

The Seller shall keep the Buyer advised of the costs associated with the remedial work and the progress towards completion of the remedial work.

13.5 Costs of remedial work

The costs to the Seller resulting from the fulfilment of its obligations set forth in this Clause 13.5 [Costs of remedial work] shall be for the account of the Seller unless the defect as notified by the Buyer is non-existent or is due to ordinary wear and tear or other causes related to improper use or external incidents, in which case the Seller has the right to claim compensation.

13.6 Buyer's right to have the repair and/or replacement performed by third parties

If Seller does not immediately repair and/or replace as aforesaid, Buyer shall be entitled to have the repair and/or replacement performed by third parties and Seller shall refund the cost of such repair and/or replacement to Buyer on the latter's demand, subject to Seller's right to claim repayment of the amount refunded if and insofar as Seller, under the preceding paragraph, would have been entitled to compensation of cost. Should repair and/or replacement have been effected by Seller, such repair and/or replacement by third parties shall not relieve Seller of any of his obligations under the P.O.

13.7 Warranties given by the third parties

Warranties given by the third parties engaged by the Seller relating to the work are deemed to have been given by the Seller. With regard to these warranties the Seller undertakes upon Buyer's first request to ensure performance of the rights and claims ensuing from said Warranties.

13.8 Seller's liability after the Warranty period

After expiry of the Warranty Period the Seller remains liable for defects and/or damages which are proven to be (or to be the consequence of) hidden defects, or caused by a wilful act or by the gross negligence of Seller or any of his agents, servants or employees.

13.9 Buyer's and Principal's rights with regard to warranty

The Clauses set out in the P.O. regarding warranty apply in addition to the rights to which Buyer or the Principal are entitled on the basis of the statutory regulation of liability.

14 Warranty Period

14.1 Start and minimum duration of the warranty period

The Warranty Period, subject to extension as provided below, starts at the time of certified acceptance of the Goods by Buyer in accordance with the delivery terms and shall expire at the time specified in the P.O., or, if such time is not specified in the P.O., when eighteen (18) months have elapsed.

14.2 Extended duration of the warranty period

The duration of the Warranty Period for (part of) Goods, not usable during a certain period of time as a consequence of a defect etc., as referred to in Clause 13 [Quality and Warranties] hereof, shall be extended by that period during which the Goods were not usable, unless Seller in respect of the Goods or components repaired or replaced is entitled to compensation or repayment as provided in Clause 13 [Quality and Warranties] hereof.

In respect of the Goods or components thereof repaired or replaced as provided in Clause 13 [Quality and Warranties] hereof, the Warranty Period shall be extended to the extent as required to prevent that, by operation of the first paragraph of this Clause 14 [Warranty Period], it would expire before twelve months have elapsed from the day on which the repair or replacement has been duly performed.

15 Risk and Ownership

15.1 Seller's responsibility with regard to risk

The Seller shall be fully responsible for the risk in and care of the Goods (or any part thereof) until such time as the Goods are received and accepted by Buyer's authorized representative in accordance with the delivery terms as per Clause 7 [Delivery terms and Acceptance of Delivery] or upon payment of (part of) the Goods, whichever comes first.

The risk in and responsibility for the care of (part of) the Goods shall pass to the Buyer subject to the delivery terms as per Clause 7 [Delivery terms and Acceptance of Delivery].

15.2 Pass of title

Title to the Goods pass to the Buyer or the Principal immediately upon delivery in accordance with the delivery terms as per Clause 7 [Delivery terms and Acceptance of Delivery] or immediately upon payment of the Goods whichever is the earliest. In the event it is agreed that title to the Goods (or parts thereof) shall transfer prior to delivery and approval, the Goods, or any part thereof, shall, at any stage of production and when stored, be identified separately from other goods as property of Buyer or the Principal and may not be intermingled with such other goods. All Goods furnished by the Buyer or on behalf of the Buyer and intended to be incorporated in Seller's product shall remain property of Buyer.

16 Spare Parts

Seller warrants that spare parts, for the Goods delivered, will remain available and will be quoted for and delivered at short notice by Seller, if and insofar as Buyer will order these spare parts from Seller, not later than six months, (unless otherwise stipulated in this P.O.), after expiry of the Warranty Period, as referred to in Clause 14 [Warranty Period] hereof, for the Goods for which these spare parts are intended.

17 Insurance

17.1 Buyer / Employer arranged Insurances

Buyer / owner/employer/principal arranged insurances which are for the joint benefit of Seller under this contract (if any) are specified in the Particular Conditions.

17.2 Insurances arranged by Seller

Seller shall have obtained and maintain the following insurances and/or insurances mentioned in the Particular Conditions.

17.2.1 Liability insurance(s)

Seller shall obtain and/or maintain a Comprehensive General Liability insurance (e.g. including product liability, pollution, blanket contractual liability, broad form property damage and completed operation etc.) for any incident arising out of the performance of the P.O. for an amount of not less than EUR 2.500.000,- or as stated in the Particular Conditions.

17.2.2 Transport Insurances

Seller shall insure the Goods at full replacement value against all risks up to the point of delivery in accordance with the delivery terms of the P.O.

The cover of these insurance(s) must comply with the Institute Cargo Clauses (A form), including the Institute War and Strike Clauses.

17.2.3 Other insurances

All insurances required to be taken out by the Seller under applicable laws

17.3 General Requirements Seller arranged insurances

Seller shall ensure that the following items are covered and/or incorporated in the respective insurances:

- I. that Buyer is named as co-insured;
- II. that insurers waive their rights of subrogation against Buyer;
- III. that the insurances will be valid during the Performance Period and Warranty Period of the P.O.;
- IV. that the insurances are placed with reputable insurers with a minimum rating of A- (S&P).

17.4 Evidence of insurance cover

17.4.1 Buyer's right to request for evidence of Seller's insurance cover

Buyer may request proof that Seller's insurance cover as mentioned in this Clause 17 has been effected.

17.4.2 Buyer's right to take out and maintain Seller's insurance obligations

If Seller fails to produce evidence of insurance cover, then Buyer may take out and maintain such insurance themselves, premiums and other amounts paid by Buyer for this purpose shall be deducted from any payments due to Seller.

18 Payments / Security / Suspension

18.1 Form of invoices as specified in the P.O.

Payments for the Goods shall be made in the manner and at the times as specified in the P.O., provided that Buyer shall be under no obligation to pay any amount, unless invoices are in the form, and contain such documentation, as required by the P.O., and provided that Buyer shall be allowed to withhold payments, which otherwise would have become due, if and for as long as Seller fails to fulfil any obligation under the P.O.

18.2 Retention

The last 5% of the P.O. price will be paid upon completion of all obligations under the P.O. including receipt of all documents from the Seller. The completion will be certified in a final settlement in the relevant form set out in the Attachments.

- 18.3 **Seller's securities**
The Buyer shall have the right, at the Seller's expense, to demand security in the form and of the contents specified by the Buyer issued by an international bank or other financial institution which is rated not less than A for long term debt by Standard & Poors Corporation (or an equivalent rating from such other equivalent rating agency as may be approved by the Buyer) acceptable to the Buyer to secure performance of the Seller's obligations (the Performance Guarantee).
- 18.4 **Buyer's right to suspend payments**
Buyer has the right to suspend payments if the Seller does not perform or is at risk of not performing one or more of its obligations under the P.O
- 18.5 **Payments not releasing Seller from obligation and liability**
Payment of the Goods and/or (parts of) the work by Buyer does not entail a waiver of rights and does not release the Seller from any obligation and/or liability.
- 18.6 **Buyer's right to set off**
Buyer is entitled to set off all amounts it owes the Seller under the P.O. against any claims Buyer may have on the Seller under any heading whatsoever, even if the latter claim(s) is/are not yet due.
- 18.7 **Changes of costs**
The Seller has no right to adjustment of the P.O. Price for reasons of changes in wages, costs, taxes and duties etc., in the broadest sense.
- 19 Industrial property rights, secrecy**
- 19.1 **Infringements of industrial property rights**
Seller shall indemnify and hold harmless Buyer against any liability, loss or expense caused to Buyer, by any claim, action or lawsuit in connection with any alleged or actual infringement upon any patent, copyright, trade-mark, or other protected right, resulting from the manufacture, delivery, repair, modification, or use of the Goods or parts thereof. All royalty expenses arising from the use of such patents, trade-marks, copyrights, or other protected rights shall be payable by Seller.
- 19.2 **Infringements of secrecy**
Designs, drawings and other documents or information furnished by Buyer to Seller shall be deemed to remain Buyer's property and the contents thereof -unless already being in the public domain or already being Seller's lawful possession without restriction on disclosure - shall be treated by Seller as confidential and Seller shall ensure that the said contents are not disclosed by Seller, his personnel and agents unless and to the extent as required for the proper performance of Seller's obligations under the P.O. Information on the Goods and their use, which Seller might wish to give to third parties by way of publication, orally, in writing, in pictures or films, shall require Buyer's prior approval in writing.
- 19.3 **Buyer's rights**
All rights in inventions, all copyrights and all other intellectual or industrial property rights in work or resulting from work done by or on behalf of Supplier pursuant to the P.O. shall vest in Ballast Nedam. Seller agrees to render its full assistance and cooperation to Ballast Nedam in obtaining and enjoying such rights.
- 20 No assignment, Subcontracting and non-waivers**
Any assignment of obligations under the P.O. or of any rights there under in any manner, in whole or in part, by operation of law or otherwise, shall require Buyer's prior consent in writing.

Any subcontracting related to manufacturing the Goods outside Seller's own premises shall be notified in writing beforehand to Buyer for his approval. Failure of Buyer to insist upon strict performance of any term or condition of the P.O., or failure of Buyer, or delay in exercising any rights or remedies or to properly notify Seller of breach, or acceptance of, or payments for goods, or approval of design, drawings or documents, shall not release Seller of any of his obligations hereunder and shall not be deemed a waiver of Buyer's rights and remedies herein.

21 Applicable Law, Settlement of disputes,

The P.O. shall be governed by and construed in accordance with the laws of The Netherlands.

All disputes arising out of or in connection with the P.O. or further contracts resulting there from, shall be finally settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The arbitral tribunal shall be composed of three arbitrators. The place of arbitration shall be Amsterdam, The Netherlands. The arbitration procedure shall be conducted in the English language.

22 Compliance with Laws of Operation and Anti-Corruption

The Seller undertakes and covenants to the Buyer that it shall:

- i. comply at all times with all requirements of the laws in his country of operation and any anti-corruption law including the OECD (Organization for Economic Cooperation and Development) convention on combating bribery of foreign public officials in international business transactions and the UK (United Kingdom) Bribery Act 2010;
- ii. make no expenditures other than for lawful purposes;
- iii. notwithstanding any provision of the anti-corruption laws, not make any facilitating or expediting payment for the purpose of expediting or securing the performance of any routine governmental action;
- iv. make no payments, gifts or promises to public officials or employees and representatives of the Buyer or the Principal for the purpose of corruptly influencing an act or decision of such officials, employees or representatives in connection with the realisation of the P.O.

The Seller shall indemnify the Buyer, its parent companies and its affiliates against all losses and claims in respect of breach by the Seller of any of its obligations under this Clause 22 [Compliance with Laws of Operation and Anti-Corruption] which may arise out of or in consequence of the and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

23 Code of Conduct for Subcontractors and Suppliers

Ballast Nedam is committed to Corporate Social Responsibility (CSR) and endorses the applicable guidelines of the ILO (International Labor Organization) and the OECD (Organization for Economic Cooperation and Development). The expectations and behaviours regarding CSR are defined in Ballast Nedam's Code of Conduct for Subcontractors and Suppliers. Subject to Clause 10.3 [Buyer's Right to Terminate], we expect our partners, Subcontractors and suppliers and their employees and the chain that they use, as well to undertake activities and business in a corporate social responsible manner and to behave in accordance with the aforementioned guidelines. The attached Code of Conduct for Subcontractors and Suppliers shall apply to this Agreement. Ballast Nedam always has the right to carry out audits with a partner, subcontractor or supplier in the chain that they use on the basis of this Code of Conduct for Subcontractors and Suppliers.