



GENERAL CONDITIONS OF PURCHASE
of
Stichting Koninklijk Nederlands Lucht- en Ruimtevaartcentrum,
NLR - Royal Netherlands Aerospace Centre

Article 1 Definitions

In these conditions the following expressions have the following meaning:

'Buyer' means Stichting Koninklijk Nederlands Lucht- en Ruimtevaartcentrum, Chamber of Commerce registration: 41150373, also trading under the name of NLR – Royal Netherlands Aerospace Centre, Royal NLR, or short: NLR;

'Supplier' means the manufacturer and/or seller of Goods and/or Services; **'Purchase Order'** means formal ordering document duly signed by authorized personnel of NLR, the Purchase Order can constitute the whole Agreement or be part of the Agreement;

'Agreement' means any written agreement on delivery of Goods and/or Services to NLR whether or not accompanied by a formal ordering document such as a Purchase Order which then becomes part of the Agreement;

'Goods' mean goods that the manufacturer/seller delivers to NLR; and **'Services'** mean services rendered by the manufacturer/seller to NLR.

Article 2 Applicability

Unless otherwise explicitly agreed in writing, these General Conditions of Purchase apply to any and all Agreements on the delivery of Goods and/or Services to Buyer. The general conditions of the Supplier are not applicable and are hereby explicitly rejected by Buyer. Alterations in these General Conditions of Purchase are invalid unless agreed to in writing by Buyer.

Article 3 Purchase Order Confirmation

If a Purchase Order is issued, this Purchase Order shall be confirmed in writing by Supplier within fourteen (14) calendar days after receipt of the Purchase Order. Purchase Orders that have not been confirmed in writing by Supplier, may be cancelled by Buyer at no cost until delivery of the Goods and/or Services. Alterations in the Purchase Order are invalid unless agreed to in writing by Buyer.

Article 4 Price and Payment

The price as mentioned in the Agreement is firm and fixed and inclusive of all costs and charges required to execute the Agreement, but exclusive of VAT.

Unless otherwise specified in the Agreement payment of the invoice shall occur within thirty (30) calendar days after receipt of the invoice and delivery and visual inspection of the Goods and/or Services by Buyer. Payment does not constitute acceptance of the Goods and/or Services.

Payment shall be in the currency specified in the Agreement.

Invoices shall be submitted to Buyer in two (2) copies.

If Supplier fails to fully fulfil any of its obligations under this Agreement, Buyer shall be entitled to postpone payment.



Buyer may offset any payments due to Supplier, irrespective of their legal basis, against any amount due by Buyer to Supplier.

Article 5 Delivery and Packaging

Delivery shall take place at the time and place mentioned in the Agreement. The delivery date mentioned in the Agreement is firm and of the essence without Buyer being required to serve notice of default.

With the exception of force majeure, if the Supplier fails to comply with its delivery obligations, the Supplier shall pay to Buyer, without further notice of default being required, by way of penalty which shall not be in lieu of actual damages suffered (in directly by Buyer, an amount of 3% of the price specified in the Agreement for every calendar week or part thereof that the delay continues, up to a maximum of 15% of the total price specified in the Agreement.

Supplier shall deliver the Goods and/or Services, including the required certificates and documents and in the ordered quantity, in accordance with Buyer's directions on the date as specified in the Agreement.

Delivery of the Goods shall be made Delivered Duty Paid (DDP) Incoterms® 2020 at Buyer's facilities.

Supplier is at his own expense responsible for proper packaging. Supplier shall package the Goods and/or Services in the manner appropriate for their transport, unless specific packaging requirements are agreed to in the Agreement. If reusable packaging is used, it shall be provided on loan. Return of the reusable packaging shall be carried out on Supplier's account and risk. Buyer has the right to return the packaging to Supplier, on Supplier's account, in which event Supplier shall be responsible for processing and eliminating the packaging.

Supplier shall inform Buyer forthwith in writing of any foreseeable delay in the delivery of the Goods and/or Services.

Acknowledgement by Buyer of receipt of the Goods and/or Services shall not constitute acceptance of the Goods and/or Services.

Article 6 Changes to Goods and/or Services

Supplier is obliged to inform Buyer in advance in writing of any change or alteration in the composition or characteristics of the Goods and/or Services to be supplied by Supplier compared to the stipulations in the Agreement. Supplier shall be in default if the proposed change or alteration is rejected by Buyer.

Article 7 Certificates

The Goods and/or Services shall be supplied with all relevant certificates and documents as stipulated in the Agreement. The absence of one or more of these certificates and/or documents shall constitute a material breach of the Agreement, which prevents the acceptance of the Goods and/or Services.

Article 8 Export Licenses

Supplier shall obtain all international and national export licenses or similar permits required under all applicable export control laws and regulations and shall provide



Buyer with all information required to enable Buyer to comply with such laws and regulations. Buyer shall provide the Supplier with all information as reasonably required in connection with obtaining these export licenses.

Article 9 Inspection

Prior to delivery, Buyer is entitled to inspect and/or examine the Goods and/or Services or items destined to be part of the Goods and/or Services, the work and the organisation of the Supplier and to exercise progress control at any time. The Supplier shall offer all reasonable assistance for this, shall allow access to any location(s) where the work is carried out and shall, if requested, produce test reports and other production information for inspection. If, at the time of inspection, it is shown that the Goods and/or Services do not meet the specifications of the Agreement, or if it can reasonably be expected that the Goods and/or Services will not meet the specifications of the Agreement, Buyer is entitled to reject the Goods and/or Services and the Supplier shall within the timeframe directed by Buyer present a recovery plan setting out measures, to be taken at the Supplier's expense, to ensure that the Agreement shall still be complied with, without prejudice to any of Buyer's rights. Inspection, progress control, or failure by Buyer to do so shall not constitute acceptance of the Goods and/or Services.

Article 10 Acceptance

Unless a specific acceptance test procedure is mentioned in the Agreement, Buyer will visually inspect the goods for any shortfalls, missing, incomplete or incorrect certificates or documents, visible deficiencies and damage (non-conformity) within a reasonable period after delivery.

Title to the Goods and /or Services shall pass to Buyer upon acceptance of the goods and/or Services.

If Buyer is of the opinion that the Goods and/or Services do not conform to the Agreement, the specifications, drawings and documents referred to therein, as well as conditions reasonably deemed to be applicable, the Buyer shall notify Supplier of nonacceptance of the Goods and/or Services within thirty (30) days of delivery. Such notification is made without prejudice to Buyer's termination rights.

Supplier shall accord first priority to replacing the rejected Goods and/or Services, or at Buyer's option, redeliver the Goods and/or Services in conformance with the Agreement and at the expense of Supplier.

Ownership rights in and risk for the rejected Goods and/or Services shall pass from Buyer to Supplier at the notification of non-acceptance.

Article 11 Warranties and Guarantees

Supplier guarantees that each Good and/or Service meets the relevant product specifications, and is free from defects in manufacturing, material and design. Supplier guarantees that manufacturing, delivery and use of the Goods and/or Services do not infringe any third party patent, trademark or other intellectual property rights.

As and when Buyer notifies Supplier in writing of any breach of the guarantee, Supplier shall, at no cost to Buyer, forthwith adjust or, at Buyer's option, replace the



Goods and/or Services such that it is compliant with the above guarantee. Should Supplier fail to comply with this obligation, Buyer shall be entitled to adjust or replace the Goods and/or Services, while Supplier shall then reimburse Buyer for the reasonable cost thereof. Transport charges and other costs shall be for Supplier's account. Buyer's termination rights remain unimpaired.

Supplier furthermore warrants that the delivered Goods and/or Services and the manufacturing thereof, are compliant with all relevant laws, rules and regulations regarding quality, safety, environment and health (amongst others but not exclusively: REACH EU 1907/2006 and EU-GHS 1272/2008).

Except for permits and/ or licenses required by statute or regulation to be obtained by Buyer, Supplier agrees to obtain and maintain – at its own expense – all permits, licenses and other forms of documentation required by Supplier in order to comply with all existing national or local laws and regulations, or of other governmental agency, which may be applicable to Supplier's performance of work hereunder. Buyer reserves the right to review and approve applications, permits and licenses prior to the commencement of any work related to the Agreement.

Supplier shall provide Buyer written notice of all product discontinuances twelve (12) months prior to the last possible order date, in which event Supplier shall continue to provide maintenance and support for the Goods and/or Services delivered to Buyer for a period of twenty four (24) months after the final order date.

Article 12 Liability and Indemnification

Supplier is liable for all direct and indirect damages which may result from the execution of the Agreement and/or the use of the delivered Goods and/or Services. Supplier indemnifies Buyer against claims by third parties in regard of damages due to defects in the delivered Goods and/or Services, including but not limited to defects as implied by product liability legislation, due to an act or omission of Supplier or his auxiliary persons or due to (alleged) infringement of intellectual property rights. The cost, damage and interests, which may be the result of the contingencies referred to in this article, shall in any case also include judicial and extra-judicial costs incurred by or claimed from Buyer.

Article 13 Insurance

Supplier shall at his own cost take out and maintain sufficient insurance for its statutory and contractual liabilities. Upon first demand of Buyer the Supplier shall provide evidence of the existence of the insurance as well as evidence that the insurance premium has been paid timely. The requirement of insurance shall in no way affect Suppliers liability in connection with the Agreement.

Article 14 Intellectual Property

Supplier will provide Buyer with a worldwide, non-exclusive, perpetual, fully-paid, irrevocable, transferable license under any intellectual property right existing for the Goods and/or Services to use, and to have used such rights for the purposes for which the Goods and/or Services are delivered.

Supplier shall indemnify Buyer against claims of third parties due to real or alleged breaching of intellectual property rights vested in the delivered Goods and/or Services.



In the event that the Goods and/or Services have been developed exclusively for Buyer, Supplier shall transfer the ownership of all intellectual property rights existing for the Goods and/or Services thereof to Buyer.

Article 15 Confidentiality

Supplier shall undertake to maintain the confidentiality of all information and knowhow supplied by Buyer and shall use this information and know-how exclusively for the execution of the Agreement. All this information, including copies thereof, remains the property of Buyer and Supplier shall return all this information to Buyer upon first request.

Article 16 Buyer Furnished Items and Tooling

All items such as raw material, parts, equipment, drawings, models, matrices, moulds, and specific tools required for the execution of the Agreement that are furnished by Buyer to execute the Agreement, shall remain the property of Buyer. Items that are commissioned by Buyer or purchased by Supplier to execute the Agreement shall immediately upon procurement or manufacturing become the property of Buyer. Supplier shall be responsible for the cost of maintenance, storage and for the risk of damage to and/ or loss of such Buyer Furnished Items and Tooling. Supplier shall notify Buyer immediately if a third party threatens to take possession of these Buyer Furnished Items or Tooling.

Article 17 Quality Criteria, Safety and Environment

Supplier and his employees shall act in accordance with all relevant laws regarding quality, safety, health and environment (amongst others but not exclusively: REACH EU 1907/2006 and EU-GHS 1272/2008). Supplier and his employees shall furthermore act in accordance with Buyer's visitor procedures and other specific instructions regarding quality, security, safety, health and environment handed out to Supplier before entering NLR premises'.

Article 18 Subcontracting

Supplier shall not subcontract, transfer, or assign any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any such pre-approved subcontracting, transfer, or assignment shall not release Supplier from its obligations under this Agreement.

In the event of a pre-approved subcontract Supplier shall mutatis mutandis flow down to its Subcontractor the conditions set forth in the Agreement and Buyer's General Conditions of Purchase.

Article 19 Termination

In addition to terminating the Agreement on grounds of non-performance in accordance with statutory regulations, Buyer may terminate the agreement in whole or in part by giving notice thereof by registered letter, without judicial intervention or default notice being required, if Supplier has been adjudicated bankrupt, a petition in bankruptcy has been filed on his behalf, he has been granted an official moratorium, or a petition for



such moratorium has been filed, if his enterprise is being liquidated or is being brought to a halt, or if his property has been seized or attached, or if Supplier transfers the whole or part of his enterprise to third parties. These events constitute a material breach of the Agreement.

Except in case of force majeure, Supplier shall be obliged to compensate Buyer for all cost and damage, which arise out of non-performance. Force majeure as referred to above shall in no case include non-performance by Supplier's suppliers, strikes and such cases as should reasonably remain for account and risk of Supplier. Buyer may at all times unilaterally terminate the Agreement in whole or in part for convenience by written notification to Supplier without any judicial intervention being required. If Supplier is not in default, Supplier can claim from Buyer compensation for incurred expenses until the time of annulment. The amount for this compensation shall not exceed the total amount of the respective Agreement. The Supplier must forward documentation supporting such a claim within one (1) month after the termination date mentioned in the written notification. Failure to do so shall result in forfeiture of any right to compensation.

Article 20 Survival

All obligations arising out of or related to the Agreement, which by nature extend beyond the expiration or termination of the Agreement, including but not limited to warranties, guarantees, indemnifications, secrecy obligations, shall survive the full or partial expiration or termination of the Agreement.

Article 21 Disputes and Applicable Law

Dutch Law is applicable to all Agreements of Buyer and these General Conditions of Purchase. The applicability of the 'United Nations Conventions on Contracts for the International Sale of Goods' (CISG) is expressly excluded.

Any and all disputes between Buyer and Supplier arising out of the Agreement and/or the General Conditions of Purchase shall be settled by the competent court of Amsterdam, the Netherlands.

In the event of any discrepancy between the English translation and the original Dutch version of these General Conditions of Purchase, the latter shall prevail.

Amsterdam, June 2021