

Purchase conditions for Materials

1. Definitions

The following definitions are used in these conditions:

Van Scherpenzeel BV	Van Scherpenzeel B.V. (VSG) established in the Netherlands;
Supplier:	Manufacturer and/or Materials vendor;
Parties:	VSG and the Supplier;
Purchase Order:	Document concerning an agreement which has been placed by a legitimate representative of Veolia to purchase particular Materials in certain quantities in a specified time;
Materials:	Consumable products that VSG uses in its production process;
Quotation:	A written proposal (quote) from the supplier of relevant Materials to VSG ;
Written:	All communication between the Supplier and VSG by way of letter, fax, e-mail;
Personal data:	All information about an identified or identifiable natural person, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more elements that are characteristic of the physical, physiological, genetic, psychological, economic, cultural or social identity of that natural person;
Processing:	Any operation or set of operations which is performed on personal data or sets of personal data, whether or not by automatic means, such as: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, publication or otherwise making available, alignment or combination, protection, erasure or destruction;
Data subject:	Identified or identifiable natural person to whom the processed Personal Data relate;
Personal Data Breach:	A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to data transmitted, stored or otherwise processed;
Supervisory Authority:	Autoriteit Persoonsgegevens, responsible for supervising compliance with the laws relating to the processing and protection of Personal Data in the Netherlands.

2. Applicability of the conditions

These General Purchase Conditions apply to all quote requests, orders, Purchase Orders and agreements for the supplying of Materials to VSG . The explicit written consent of VSG is required for any supplements to and/or deviations from these General Purchase Conditions. The applicability of the general conditions of the Supplier is hereby explicitly rejected unless agreed otherwise in writing.

3. Quotations

All quotations are deemed binding unless the Supplier explicitly specifies in writing that it concerns a quotation without obligation. Purchase Orders that are based on a quotation without obligation are binding unless the Supplier immediately rejects this in writing after the written order has been placed.

4. Purchase Order

The Purchase Order is formed the moment that VSG accepts the Supplier's quote in writing. Oral commitments by and agreements with employees or persons that act on behalf of VSG are not binding on VSG unless these are confirmed in writing by a legitimate representative of VSG .

5. Order Confirmation

If the Supplier within 5 days after the forwarding of the Purchase Order by VSG has not confirmed this by way of an order confirmation, VSG retains the right to revoke the order that it has placed. In the event the order confirmation deviates from the original order, VSG is only bound to accept the changes made by the Supplier after it has explicitly agreed in writing to the deviation(s) contained in the order confirmation. If VSG has not explicitly agreed in writing to the deviation(s) in the order confirmation, then no agreement for the delivery of Materials has been reached.

6. Delivery time

Deliveries are to be made at the location and time that are stated in the Purchase Order. Agreed delivery dates are to be deemed as being deadlines. The delivery date stated in the Purchase Order is to be regarded as a deadline. If no delivery date is stated in the Purchase Order or if this has not been agreed in any other form, then a delivery date of 2 weeks from the moment in time when the agreement is formed according to Article 4 of these conditions applies.

Before the Supplier delivers the purchased materials, it must first contact the logistics department of VSG to obtain consent for the delivery. Materials may only be delivered after consent has been given. In the event the supplier is unable to deliver on time then the Supplier must immediately inform VSG of this by e-mail. The supplier must also specify the expected duration of the delay. If the Supplier cannot deliver within the set delivery term then the Supplier is deemed to be in default without further notice being required unless the Parties have agreed on another delivery date due to the delay. VSG is subsequently entitled to charge interest of 0.2% on the agreed net purchase price for every workday that the default continues, with a maximum of 5%. VSG retains at all times the right to charge the Supplier for the actual damage demonstrably caused by the delay or to postpone the delivery further to a date to be determined later.

Partial deliveries are only permitted after consultation with VSG .

VSG is always entitled to refuse the (partial) delivery concerned for deliveries that are made before or after the set delivery term. The Supplier will be informed in the event of said refusal in writing.

8. Delivery and transport

Unless explicitly agreed otherwise between Parties, deliveries are made by the Supplier CIF or FOB according to the current version of the Incoterms.

The following conditions apply in the event Materials are collected by a third party engaged by VSG at the address specified by the Supplier:

- the Supplier must ensure that the location where the third party engaged by VSG collects the Materials is fit and proper and is accessible for the means of transport of the third party concerned without infringement of the law, and
- the Materials must be offered by the Supplier for transport in such a way that these can be transported without danger and/or hindrance.

If the Materials are not correctly offered to the third party engaged by VSG and/or the location where the Materials are offered is not fit and proper and/or is not accessible for the means of transport of the third party engaged by VSG except by violating the law, then VSG is entitled to refuse the Materials and charge the costs incurred to the Supplier or offset them.

The Materials that are to be delivered shall be accompanied by a packing list provided with a Purchase Order number and with a specification of the contents of the shipment.

The Supplier delivers the weight of Materials requested by VSG as accurately as possible. The actual net weight of Materials weighed at VSG is the weight that is finally used for invoicing by the Supplier.

9. Transferral of ownership and risk

Unless explicitly stated otherwise in the Purchase Order, the Supplier shall be liable and bear all risks for loss and damage to the Materials as ordered under the Purchase Order until the Materials are actually and completely delivered to the location specified in the Purchase Order. In the event VSG transports the Materials using its own haulier, then the risk of loss and damage to the Materials transfers to VSG after loading. Ownership of the Materials transfers to VSG after acceptance of the delivery by VSG at the stated location.

10. Packaging

Except where bulk deliveries are made, the Supplier shall carefully pack the Materials to be delivered at its own risk and expense. The Materials must be packed in such a way that these are manageable during transportation and unloading. The packaging should be as economical, safe and thorough as possible and must meet the prevailing legislation and regulations regarding safety, working conditions and environmental protection.

11. Quality and environment

The Supplier shall apply a certified quality system in accordance with the quality standards of ISO 9001. The Supplier is not allowed to deviate from the quality standards of ISO 9001 without the written consent of VSG . The Supplier shall implement an environmental management system that is in line with the standards of ISO 14001.

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The Supplier guarantees that Materials which are to be delivered are of sound quality, in compliance with the set standards, free of foreign and hazardous substances and further satisfy all requirements specified by VSG .

12. Inspections and tests

VSG is entitled to test the Materials or have them tested before at the time of delivery at the Supplier's premises or upon delivery at the agreed location before acceptance by agents appointed by VSG . The Supplier must provide all cooperation during such a test. The Supplier derives no rights from such a test. VSG can, in the event of rejection, require replacement of the rejected Materials, or proceed with dissolution or cancellation of the Purchase Order in accordance with article 13. The costs incurred for this are for the account of the Supplier. This does not prejudice the right of VSG to compensation. All costs related to inspections and retesting are for the account of the Supplier. Rejected Materials are collected by the Supplier and at the expense of the Supplier within two days of rejection having been notified by VSG . If this is not done, all costs associated with the transportation and processing of the rejected Materials shall be recovered from the Supplier or offset.

13. Dissolution

Without prejudicing the further due rights and what is determined elsewhere in the conditions and without prejudicing the right to compensation, VSG can dissolve the agreement without judicial intervention by means of a written extrajudicial declaration if:

- the Supplier fails to meet one or several obligations arising from the agreement;
- the Supplier is declared bankrupt, has requested a suspension of payments, has ceased its business operations, its assets have been seized or it transfers its business to third parties;
- the Materials have been rejected after testing or retesting.
- unsafe transport and/or packaging methods have been used.

14. Price

All prices agreed are fixed and binding, in Euros, including all costs (such as those for packaging) and fees relating to the Supplier meeting its obligations but do not include VAT.

15. Invoicing and payment

The Supplier invoices after delivery of the Materials and 60 (sixty) days at the latest after delivery unless otherwise agreed.

Unless explicitly agreed otherwise in writing between the Parties, payment shall be made within 60 (sixty) days after the date of receipt of the invoice. VSG is entitled to settle payments, interest, costs and damage that the Supplier owes or shall owe to VSG against due and payable invoices of the Supplier. Payment of the invoice by VSG does not in any way constitute a waiver of rights.

The actual net weight of Materials weighed at VSG is the weight that is finally used for invoicing by the Supplier.

16. Liability

The Supplier is liable for all damage that is directly or indirectly the consequence of not, not completely, not in good time or not properly meeting an obligation from the Purchase Order. The Supplier is liable – but not exclusively – regarding the direct and indirect consequences of late delivery as well as liable for damage caused by its staff or by employees and/or contractors, subcontractors or third parties engaged by the Supplier to fulfil the Purchase Order.

The Supplier is liable for the Materials offered. The Supplier shall indemnify VSG against all claims from third parties, fines, other fees and damages, including environmental pollution insofar as this is caused by the Materials and not the consequence of any attributable acts or negligence on the part of VSG .

If VSG has acted according to wrong and/or incomplete information supplied by the Supplier, then the Supplier is liable for all damage caused to VSG . VSG does not accept any damage limitation or damage exclusion issued by the Supplier. VSG explicitly rejects herewith such a limitation and/or exclusion. The Supplier explicitly accepts herewith this rejection.

All extrajudicial and judicial costs incurred by VSG due to the noncompliance on the part of the Supplier are for the expense of the Supplier. In the event VSG could be liable for any kind of damage, then the liability of VSG is limited to the amount paid by the insurer to VSG .

The Supplier is obliged to take out and maintain adequate insurance regarding its liability. Upon request by VSG , the Supplier shall immediately hand over the insurance certificates and proof of payment of the premiums to VSG .

17. Confidentiality

The Supplier undertakes to treat as confidential all information and data of VSG that the Supplier learns of or receives in the context of the Purchase Order, such as but not limited to compounds and technical specifications. All information as well as any copies remain the property of VSG . The Supplier shall return these to VSG upon initial request.

The Supplier shall not use the name of VSG in advertisements and other commercial messages without the prior written consent of VSG . Per infringement, VSG is entitled to a lump sum compensation of 10,000 Euros, whereby VSG reserves the right to furnish proof of greater damage.

18. Transfer of rights

The Supplier shall not transfer the rights and obligations arising from the agreement in full or in part to third parties without the prior written consent of VSG .

19. Intellectual Property rights

All compounds, models, layouts, designs, drafts, drawings, specifications, technical information, brands, logos or other data originating from VSG to which industrial and/or intellectual property rights of VSG are attached remain the property of VSG . The Supplier and all other third parties are prohibited from using these data without the prior written consent of VSG .

The data, results, reports, documentation, software and all other intellectual property rights that were acquired by VSG in the context of the agreement are part of the agreement and shall be irrevocably, immediately and automatically transferred to VSG .

The Supplier shall indemnify VSG against all claims of third parties based on (alleged) infringement of intellectual property rights that are attached to the delivered Materials/Materials and/or Services.

20. Regulations pertaining to the environment and hazardous substances

The Supplier shall comply with all applicable environmentally relevant legislation and regulations as well as those pertaining to the transport, storage and use of hazardous substances.

21. Applicable Law

Agreements between VSG and the Supplier are governed by the law of the Netherlands. All disputes between VSG and Supplier shall be settled by the competent court in the district of Utrecht. In case of a dispute, the Supplier is not permitted to interrupt or terminate its contractual obligations. The Vienna Sales Convention (CISG) is not applicable.

22. VSG and sustainable development

VSG actively supports sustainable development at international level. VSG prefers Suppliers that strive to realise objectives in this area within their own organisation, particularly in relation to complying with:

- the applicable national legislation and regulations in relation to working conditions and satisfying treaties of the International Labour Organisation (ILO) of the United Nations;
- the applicable personnel & safety regulations at the relevant work and construction sites, and undertakes to monitor and where possible improve the working conditions of its employees.
- the applicable regulations in relation to protecting the environment and to work towards reducing negative impact on the environment.

Supplier shall furnish VSG with all information or means that VSG considers necessary in the course of its investigations in the area of sustainable development.

The degree to which Supplier meets the ethical, social and ecological aspects of sustainable development shall be taken into account in negotiations for the benefit of renewing the current agreement.

23. Anti-corruption

During execution of this agreement, the Supplier undertakes to adhere strictly to the applicable laws that curb the bribing of government officials and private persons, corruption or the laundering of money, particularly when this can result in exclusion from a public contract, including:

- the applicable laws of the Netherlands, for instance Articles 177 through to 178a, 328ter and 362 through to 364 of the Criminal Code;
- the 1977 Foreign Corrupt Practices Act of the United Nations;
- the 2010 UK Bribery Act;
- the OECD Convention of 17 December 1997 regarding combatting bribing of foreign officials in international trade transactions.

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The Supplier undertakes to take and implement all necessary and reasonable policies and measures to prevent corruption.

The Supplier declares that, insofar it is aware, its legal representatives, directors or managers, employees, agents and everybody who performs Services for or for the benefit of VSG, based on this agreement do not directly or indirectly offer, give, agree to give, allow, request or accept or shall do that, money, any advantage, gift or anything else of value to any person, company or business – including all government officials, employees or officials, representatives of political parties, candidates for a political office, persons who hold a legislative, administrative or judicial position of whatever nature – for or for the benefit of a country, public body or state-owned company or officials of a public international organisation, for the benefit of corrupting these persons in their official capacity and/or with a view to rewarding or eliciting an improper execution of a relevant function or activity by a person to acquire or to secure orders for VSG or any advantage in the business operations of VSG.

The Supplier further undertakes to ensure that neither Supplier nor one of its legal representatives, directors or managers, employees, agents, subcontractors and anybody who performs Services for or for the benefit of VSG on the basis of this Agreement has been or is identified by a government agency as being excluded, suspended, proposed to be suspended or excluded or otherwise does not qualify for participation in public tendering procedures and/or bidding on invitations to tender published by the World Bank or any other international development bank.

The Supplier undertakes to maintain accurate, supporting documentation with regard to complying with the conditions of this clause for a suitable period after the termination of this agreement.

Supplier undertakes to report a violation of any condition of this clause to VSG within a reasonable term.

If VSG informs the Supplier that VSG has reasonable cause to assume that the Supplier has violated a condition of this clause:

- a) VSG is entitled to suspend complying with this agreement without further notification for as long as VSG deems necessary to investigate the behaviour concerned without any liability or obligation to compensate the Supplier for such a suspension;
- b) the Supplier is obliged to take all reasonable measures to prevent the loss or the destruction of all and any documentary evidence related to the behaviour concerned.

If the Supplier breaches any provision of this clause

- VSG can immediately terminate this agreement without prior notice and without any liability;
- the Supplier shall compensate VSG for loss, damage or costs incurred by VSG that arise from such a breach to the maximum extent permitted by law.

24. Processing and protection of Personal Data

If the Supplier processes Personal Data during the execution of the agreement, the Supplier shall process and protect the Personal Data in a proper and careful manner in accordance with the provisions of the Dutch Personal Data Protection Act (*Wet Bescherming Persoonsgegevens*) and the European General Data Protection Regulation.

The Supplier shall immediately inform VSG of any request and/or complaint made by the Supervisory Authority or the Data Subject with regard to the Personal Data processed in the execution of the agreement.

The Supplier cooperates with VSG when the Data Subject wishes to exercise his or her rights such as, but not limited to: the right to access, correct, delete, object to the processing of his or her Personal Data and the right of transferability of his or her Personal Data.

The Supplier shall immediately inform VSG of any judicial order, subpoena, legal obligation or other obligation to share Personal Data with third parties.

The Supplier informs VSG about a (potential) Personal Data Breach within 24 hours after its discovery. The Supplier will keep VSG informed of new developments concerning the Personal Data Breach and will cooperate with VSG in reporting the Personal Data Breach to the Supervisory Authority.

The Supplier shall provide the following information in the event of a Personal Data Breach (to the extent possible in the given situation):

- a detailed description of the Personal Data Breach;
- type/type of Personal data involved in the Personal Data Breach;

- The number of persons of whom the Personal Data are involved in the Personal Data Breach;
- the identity of the persons involved in the Personal Data Breach;
- the measures taken to limit the negative consequences for the Data Subjects and to remedy the Personal Data Breach;
- The cause of the Personal Data Breach; and
- the duration of the Personal Data Breach and the time of its occurrence.

Any costs incurred to solve the Personal Data Breach shall be for the account of the party who incurs the costs, unless the Personal Data Breach was caused by non-compliance with the Purchase Order by the Supplier. In such case the costs shall be for the account of the Supplier. In addition, VSG reserves the right to seek other remedies.

For matters relating to (i) a request for execution of rights by the Data Subject, (ii) a request from the Supervisory Authority, (iii) the execution of a court order or a legal obligation, (iv) a potential incident and/or (v) a possible Personal Data Breach, the Supplier will always send an e-mail to: dataprotection.nl@veolia.com. Such in addition to any other means of communication that may be used.

The Supplier shall retain the Personal Data only for as long as needed for the proper performance of the agreement. Upon request of VSG, the Supplier shall return to VSG and/or destroy the Personal Data it has processed during the execution of the agreement.

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