

# General Purchase Conditions

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## 1. Definitions

1. In these general purchase conditions of purchase (the "Terms and Conditions"), the following capitalized terms shall have the following meaning, both in the singular and in the plural:

- **DEPT®**: the economic entity of Dept Holding B.V. or its legal successor, and all its affiliated legal entities and companies from time to time, as envisaged in Section 2:24b Dutch Civil Code.
- **Service(s)**: the service(s) to be provided by the Supplier under the Assignment.
- **IP Rights**: all intellectual property rights including, but not limited to (current and future) copyrights, neighbouring rights, database rights, (registered and unregistered) design rights, patent rights, trade names and trademark rights, and any applications for such rights.
- **Goods**: the good(s) to be supplied by the Supplier under the Assignment.
- **Supplier**: the natural or legal person with whom DEPT® concludes an agreement for the supply of Goods and/or Services.
- **Supplier Code of Conduct**: DEPT®'s supplier code of conduct, as can be found on [Supplier Code of Conduct](#) (as amended from time to time).
- **Supplier's Personnel**: the employees and/or auxiliary persons to be engaged by the Supplier for the execution of the Assignment.
- **Assignment**: the written agreement between DEPT® and the Supplier by which the Supplier undertakes vis-à-vis DEPT® to supply the Service(s) and/or Good(s) to which these Terms and Conditions apply.
- **Force Majeure**: a non-attributable failure by the Supplier.
- **Parties**: DEPT® and the Supplier jointly.
- **Fee**: The fee payable by DEPT® to the Supplier for the Service(s) to be provided and/or Good(s) to be supplied by the Supplier.
- **Confidential Information**: all information, data and data files received and/or created by the Supplier in the scope of the Assignment of DEPT® and its (potential) customers with regard to its business activities, processes, organisation, (strategic) targets, working methods, advice, designs, techniques, instruments, (financial) prognoses, analyses, studies, products, (template) contracts, know-how, IP Rights, computer software, system designs, employees, suppliers, customers and relations, and other personal data and other products of the mind of DEPT®, regardless of the form or way in which they have been created or stored. In addition, Confidential Information is information that has been designated as confidential by DEPT®.
- **Terms and Conditions**: these general terms and conditions of purchase of DEPT®.

## 2. Applicability

1. These Terms and Conditions shall apply to all Assignments, form part of all (other) written agreements between DEPT® and the Supplier and shall apply to all associated (legal) acts of DEPT® and the Supplier.
2. By signing the Assignment and/or (another) agreement with DEPT®, the Supplier certifies that it has taken cognizance of the Terms and Conditions, and that it agrees to the Terms and Conditions.
3. The applicability of any deviating terms and conditions or stipulations of the Supplier is explicitly rejected by DEPT®.
4. These Terms and Conditions shall also apply to amended, additional or follow-up Assignments to the Supplier.

5. These Terms and Conditions can only be deviated from if this will be included explicitly in a written agreement between DEPT® and the Supplier.

### 3. Formation of Assignment

1. DEPT® shall always conclude an Assignment in writing. The Assignment shall be formed at the time of signing in writing of an agreement between DEPT® and the Supplier. If DEPT® enters into an Assignment orally, no agreement shall be formed, unless DEPT® confirms this later in writing.
2. The Parties can only amend or supplement an Assignment in writing.

### 4. Performance of the Assignment

1. The Supplier shall perform the Assignment to the best of his knowledge and ability, with due observance of the reasonable expectations and interests of DEPT®.
2. Except with the prior written permission of DEPT®, the Supplier shall not use the services of any other legal persons or auxiliary persons in the performance of the Assignment. This prohibition concerns both self-employed persons, employees of third parties, and temporary workers.
3. If DEPT® has given prior written permission for engaging third parties, the Supplier shall observe due care when engaging such third parties. Irrespective of the engagement of third parties, the Supplier remains fully liable vis-à-vis DEPT® for the performance of the Assignment.
4. The Supplier is obliged to declare all obligations arising from the Contract for the Supplier, including these Terms and Conditions, applicable to all agreements the Supplier will enter into with third parties in the scope of the Assignment.

5. The deadlines agreed between the Parties for the performance of the Assignment shall be strict deadlines, unless it was agreed in writing that they are not deadlines. In the absence of timely performance of the Assignment, the Supplier shall be in default by operation of law, without any further reminder or notice of default being required by DEPT®. In that case, DEPT® will have the right to suspend performance of its obligations without prejudice to its rights arising from the law.
6. As soon as the Supplier becomes aware of, or expects, any faults in the (performance of the) Assignment, any excess of a deadline or any other failure in the performance of the Assignment, the Supplier shall immediately inform DEPT® thereof, stating the cause, the consequences, and any measures to mitigate the delay and the possible damage. This shall be without prejudice to the rights or rights of claim to which DEPT® is entitled under these Terms and Conditions, or by law, due to the late or incorrect, improper, or incomplete performance of the Assignment.
7. The Supplier can only suspend provision of the Service(s) and/or supply of the Goods if a court has expressed an opinion on the dispute and has allowed suspension. If a court rules that the Supplier was allowed to suspend performance, DEPT® shall compensate the reasonable costs incurred by the Supplier.

### 5. Guarantee

1. The Supplier guarantees that the Goods and/or Services supplied:
  - a. are in accordance with the Assignment and are generally suitable for the use intended by DEPT®;
  - b. are free of defects; and
  - c. meet all applicable (statutory) requirements, rules, and standards customary in the industry.

## 6. Duration and Termination

1. An Assignment shall run for a fixed or an indefinite period of time. In the Assignment, a delivery time for the Service(s) and/or Good(s) will be agreed.
2. An Assignment for a fixed period of time shall end by the expiry of the period for which the Assignment was entered into, either by the completion of the Assignment or by termination. DEPT® has the power to terminate the Assignment for a fixed period at any time. In such case, the Supplier shall only be entitled to payment of the work done up to then, and possible costs already incurred. Unless otherwise agreed in writing, notice of termination of an Assignment for a fixed period shall be given in writing, with due observance of a notice period of two (2) months. The Supplier has no power to terminate an Assignment for a fixed period of time.
3. An Assignment for an indefinite period shall end by notice of termination. Either Party has the power to give notice of termination. Unless otherwise agreed in writing, notice of termination of an Assignment for an indefinite period shall be given in writing, with due observance of a notice period of two (2) months.
4. Without prejudice to the provisions in the previous paragraphs of this Article, DEPT® has the power to terminate the Assignment with immediate effect without written notice of termination, notice of default, judicial intervention, or any form of compensation, without prejudice to the right of DEPT® to compensation and reimbursement of the Fee, in the event that:
  - a. The Supplier fails to perform the Assignment concluded with DEPT®, or performs the Assignment improperly or incompletely, including these or amended Terms and Conditions;
  - b. The Supplier acts in breach of the Supplier Code of Conduct; and/or

- c. The Supplier has been declared bankrupt, has filed for or been granted a suspension of payments, or has otherwise lost the right to dispose of its property.
5. After the Assignment has ended, the Supplier shall hand over all documents, goods and items that are the property of DEPT® to DEPT® without delay.

## 7. Force Majeure

1. In the event of Force Majeure, the Supplier shall immediately notify DEPT®. Such notice shall always be in writing and substantiated. The Supplier shall use its best efforts to resume performance of its obligations under the Assignment as soon as possible.
2. The following shall not be understood by Force Majeure, inter alia: undercapacity or illness at the Supplier, strikes, blockades or work-to-rules, transport hindrances, delayed supply, shortage or unfitness of materials, theft, flood, government measures, liquidity or solvency problems at the Supplier, and/or failures in networks used by the Supplier.
3. If the Force Majeure continues for at least thirty days, DEPT® will have the right to terminate the Assignment, without being liable for compensation of any damage, reversal, or other compensation.

## 8. Fee

1. The amount of the Fee, or the starting points for the calculation of the Fee if the Fee is dependent on the performance of the Assignment, is specified in the Assignment. The Fee shall remain unchanged during the term of the Assignment.
2. The Fee is in Euro and exclusive of VAT, unless explicitly stated otherwise in the Assignment. The Fee is inclusive of all additional costs connected to the Assignment and the obligations of the Supplier under the Assignment, such as taxes and travel and accommodation costs of the Supplier, unless explicitly stated otherwise in the Assignment.

3. Any changes to wages, taxes and other cost price determining factors cannot lead to an upward adjustment of the Fee.

## 9. Invoicing and Payment

1. Unless the Parties have agreed otherwise in writing in the Assignment, all amounts in invoices shall be indicated in Euro.
2. The Supplier will send the invoice after the Services and/or Goods have been delivered and the Services and/or Goods have been accepted by DEPT®. Invoices must be sent to the invoice address indicated in the Assignment. The Assignment number must be quoted in all invoices.
3. DEPT® will not compensate any work that has not been recorded in the Assignment or has been performed at a different price than agreed in writing in the Assignment.
4. All amounts charged to DEPT® shall be paid within thirty (30) working days following receipt of a correct invoice by DEPT®, on the understanding that this term shall not commence any sooner than after acceptance by DEPT® of the Goods and/or Services delivered.
5. At DEPT®'s first request the Supplier shall submit a specification and additional documents to DEPT®, which demonstrate the basis of the invoice.
6. If DEPT® has a claim against the Supplier, the amount thereof can be deducted from the amount due by DEPT® to the Supplier.

## 10. Intellectual Property

1. All IP Rights to the information, materials, and designs provided in the scope of the Assignment shall vest in and remain vested in DEPT® or its licensors.

2. DEPT® hereby grants the Supplier a non-exclusive license to use IP Rights of DEPT® or its licensors exclusively to the extent necessary for the delivering of the Goods and/or Services in the scope of the Assignment. The Supplier is not free to sublicense the IP Rights to any third parties without the prior written permission of DEPT®.
3. The Supplier will supply Goods and/or Services in the scope of the Assignment that may lead, directly and indirectly, to IP Rights. All IP Rights thus arising and the materials in which they are vested shall belong exclusively to DEPT®.
4. The IP Rights that have arisen in the scope of the Assignment are hereby transferred in advance by the Supplier to DEPT®, which transfer DEPT® hereby accepts.
5. As far as advance transfer is not necessary, the Supplier shall still realize said transfer at DEPT®'s first request by promptly signing a deed of transfer as drafted by DEPT®, and by performing all other acts necessary for that purpose. The Supplier also grants DEPT® in advance an irrevocable and unconditional power of attorney to perform all relevant acts or sign documents in its name in order to effect the transfer of these IP Rights.
6. As far as a transfer of the IP Rights arisen in the scope of this Assignment is not possible, the Supplier shall give DEPT® an exclusive, transferable, worldwide, perpetual, irrevocable, unencumbered and royalty-free license for the use of these IP Rights.
7. The Supplier acknowledges that the fee for the transfer and possible licensing of IP Rights is reflected in the Fee paid by DEPT® to the Supplier for the Goods and/or Services supplied by it in the scope of the Assignment, and that the Supplier is not entitled to any additional remuneration for this.
8. If the Supplier has any moral rights (e.g. attribution or opposition against change) with regard to the results of the Goods and/or Services supplied in the scope of its Assignment, the Supplier hereby waives these rights, in so far as permitted by law.

9. The Supplier shall not do or refrain from doing anything that may result in damage to, or decrease in value of the IP Rights arisen in the scope of this Assignment and/or any other IP Rights of DEPT®. In particular, the Supplier shall not do anything that may lead to the detriment of the validity, reputation or distinctive character of registered trademarks of DEPT®. The Supplier shall not apply for any trademarks that are similar to any trademark of DEPT®.
10. The Supplier guarantees that (i) it is the sole rightholder of the IP Rights to be transferred; (ii) it has the power to make the transfer; (iii) all IP Rights to be transferred to DEPT® are unencumbered; and (iv) the Goods and/or Services supplied by it do not infringe the rights of third parties, including IP Rights, and that their use is not unlawful in any other way either. The Supplier shall indemnify DEPT® against all (imminent) claims of third parties regarding a (possible) infringement of IP Rights and/or other rights of that third party, and shall compensate all damage suffered by DEPT® and all costs incurred by DEPT® if the Goods and/or Services supplied by it do infringe any right of a third party and/or are unlawful.
11. The Supplier shall also impose its obligations under this article to third parties to be engaged by it.

## 11. Confidentiality and use of Confidential Information

1. The Supplier guarantees that it will keep secret all Confidential Information it has received during the Assignment and will not (whether or not with the help of third parties) reproduce, disclose or exploit such Confidential Information, unless the Supplier has obtained the prior written permission of DEPT® to do so. The Supplier is permitted to use Confidential Information exclusively in the scope of and as far as appropriate within the purpose of the Assignment.
2. The Supplier shall impose its obligations under this Article 11 to third parties to be engaged by it and shall agree on confidentiality of similar purport as the obligations as set out in this Article with Supplier's Personnel and third parties engaged by it.
3. The obligation to observe confidentiality as included in this Article 11 shall not apply to information that is generally known or becomes generally known after some time, without this becoming known being to blame on a violation of this Article 11 and/or any other obligation of confidentiality that arises from an agreement between the Parties.
4. The Supplier guarantees that the Confidential Information of DEPT® is not accessible or made available by the Supplier to third parties, unless DEPT® gives prior written permission for this.
5. At the request of DEPT®, the Supplier will make available all Confidential Information obtained by the Supplier under the Assignment within ten (10) calendar days to DEPT® in a manageable way (without keeping any copies thereof itself), or will destroy it.
6. If DEPT® has provided Confidential Information to the Supplier in electronic form, the Supplier will return this Confidential Information in the same way (without retaining any copies thereof).
7. If the Supplier obtains and retains Confidential Information from DEPT®, the Supplier shall make a backup periodically in order to secure and preserve this information, so that all information (including the most recent) can be retrieved again. The Supplier shall make this backup available to DEPT® at the request of DEPT® within ten (10) calendar days after such request, in an accessible and usable way.
8. If any Confidential Information is lost by a system failure or a user error, the Supplier shall be capable of retrieving the last available backup. This will happen only at the request of and following permission from DEPT®.

## 12. Privacy and Personal Data

1. The Supplier guarantees that in its performance of the Assignment it will act in accordance with all applicable laws and regulations in the field of the protection of personal data, including the General Data Protection Regulation (Regulation (EU) 2015/679) and the Dutch GDPR Implementation Act.
2. At the request of DEPT®, the Supplier will make clear to DEPT® how it gives substance to this. The Supplier shall indemnify DEPT® against the damage DEPT® will suffer by the non-performance of these laws and regulations by the Supplier.
3. The Supplier shall not transmit any personal data to a country outside the European Economic Area within the meaning of Chapter V of the General Data Protection Regulation, without the prior written permission of DEPT®.
4. In the performance of the Assignment, the Supplier shall provide appropriate technical and organisational measures to protect personal data against loss or against any form of unlawful processing. Taking into account the state of the art and the costs of the execution, these measures guarantee an appropriate security level, having regard to the risks associated with the processing and the nature of the data to be protected. The Supplier shall record the measures in writing.
5. The Supplier shall indemnify DEPT® against all claims of third parties, including supervisory authorities and parties involved, on whatever ground, in connection with the processing of the personal data in the scope of the Assignment.
6. If the Supplier processes personal data in the scope of the Assignment for DEPT®, and qualifies in the opinion of DEPT® as a "processor" within the meaning of the General Data Protection Regulation, DEPT® and the Supplier will conclude a separate data processing agreement, which format DEPT® will supply.

## 13. Security and Compliance

1. The Supplier guarantees the security of the Service(s), Goods and Confidential Information, and shall provide appropriate technical and organisational measures.
2. The Supplier shall ensure that internal procedures and security policies are implemented and kept up to date.
3. The Supplier has organized internal procedures and security policies in such a way that they comply with the Assignment.
4. The Supplier shall test the effectiveness of internal procedures and security policies for their existence and operation, in order to provide DEPT® with Services and/or Goods as reliable and safe as possible.
5. If a compliance incident occurs, the Supplier shall report this to DEPT® at once and in any case within twelve (12) hours after the discovery.
6. Depending on the nature and seriousness, DEPT® will have to report certain compliance incidents to the supervisory authorities. If the Supplier has an individual notification obligation by law to supervisory authorities, the Parties will consult with each other on how to give substance to this.

## 14. Liability

1. The Supplier shall be liable for all damage DEPT® suffers as a result of any failure in the performance of the Assignment by the Supplier or any unlawful act by the Supplier vis-à-vis DEPT®.
2. The Supplier shall be obliged to take out an insurance that provides sufficient cover for the consequences that any liability as referred to in Article 14.1 may have. The Supplier shall be obliged to provide DEPT® with a copy of this insurance at DEPT®'s first request.

3. Unless the damage was caused by the intent or gross negligence of DEPT®, the Supplier shall indemnify DEPT® against all claims from third parties on whatever ground in connection with or arising from the Assignment.

## 15. Transfer Right and Obligations

1. The Supplier shall not be allowed to transfer the rights or obligations arising from the Assignment or any other agreements concluded with DEPT® (in part) to a third party without the prior written permission of DEPT®. DEPT® shall have the right to assign or to (sub)license its rights or obligations arising from the Assignment or any other agreements concluded (in part) to a third party without the prior written permission of the Supplier.
2. If the Supplier transfers obligations arising from the Assignment (in part) to a third party (with due observance of the provisions of Article 15.1), the Supplier shall remain liable vis-à-vis DEPT® for the performance of the Assignment.

## 16. Transfer of Risk and Ownership

1. The ownership of the Goods shall pass to DEPT® after the Goods have been handed over at the place agreed, or (if applicable) have been fitted or installed.
2. The risk in the Goods shall pass to DEPT® at the time of DEPT®'s explicit acceptance of the Goods. The risk with regard to rejected Goods will therefore remain vested in the Supplier.
3. The Supplier shall have no right of retention or right to suspend performance with regard to the Goods.

## 17. Transport

1. The Supplier shall ensure the transport of the Goods and the costs thereof shall be payable by the Supplier, unless it was otherwise agreed in advance.

2. The Supplier shall be liable for any damage to or loss of Goods occurring during loading, transport and/or unloading, as well as for any damage arisen due to inadequate and/or insufficient packaging. The Supplier shall take out sufficient insurance against risk during transport.

## 18. Packaging

1. The Supplier shall provide proper packaging for the Goods and shall not use any packagings that are harmful to the environment according to scientific knowledge, or may otherwise pose a threat to safety, well-being or health.
2. DEPT® shall always have the right to return the means of (transport) packaging to the Supplier for the account of the Supplier.
3. Processing or destruction of materials of (transport) packaging is a responsibility of the Supplier. If any packaging materials are processed or destroyed at the request of the Supplier, this shall be done at the Supplier's account and risk.

## 19. Supplier's Personnel

1. Supplier undertakes to comply with the laws and regulations, as well as the applicable terms and conditions of employment (including an applicable collective bargaining agreement and the rules regarding payment of minimum wages), with respect to Supplier's Personnel.
2. Supplier and Supplier Personnel shall comply with all regulations arising from the Compulsory Identification Act (WID) and the Foreign Nationals (Employment) Act (WAV) and Supplier shall indemnify DEPT® against any liability in this respect.
3. All obligations with respect to Supplier's Personnel and Third Parties, including those under tax and social security legislation, shall be borne by Supplier. Supplier indemnifies DEPT® against any liability in this respect.

## 20. Supplier Code of Conduct

1. The Supplier Code of Conduct shall be applicable to all Assignments and all (other) agreements between DEPT® and Supplier. By signing the Assignment and/or (another) agreement with DEPT®, the Supplier certifies that it has taken cognizance of the Supplier Code of Conduct, and that it agrees to the Supplier Code of Conduct.
2. Supplier shall comply with the Supplier Code of Conduct, and shall ensure that its Personnel, affiliates and any (other) third parties engaged by it shall comply with the Supplier Code of Conduct.

## 21. Changing Terms and Conditions

1. DEPT® has the right to change these Terms and Conditions and to declare the changed Terms and Conditions applicable to the Assignment. Any such changes shall be binding thirty (30) days after they have been communicated to the Supplier.
2. If the Supplier fails to agree to the changes, it must inform DEPT® thereof within the term mentioned in paragraph 21.1 of thirty (30) days by registered letter. Upon DEPT®'s receipt of the registered letter, DEPT® shall have the right to terminate the Assignment without being liable for damages vis-à-vis the Supplier.

## 22. Final Provisions

1. The Supplier cannot use the names, trade names and trademarks of DEPT® without the prior written permission of DEPT®. The Supplier is also not allowed to mention the existence of the relationship between the Parties, unless DEPT® gives its prior written permission for this. DEPT® may attach conditions to giving such permission at its discretion.

2. If one or more articles of these Terms and Conditions or the Assignment are declared invalid by judicial decision, the other provisions of these Terms and Conditions or the Assignment shall remain in full force and effect, and DEPT® and the Supplier shall have consultations in order to agree on new provisions to replace the null and void or nullified provisions, taking into account the objective and purport of the null and void or nullified provisions as much as possible.
3. The Assignment shall be governed exclusively by the laws of the Netherlands. The Parties explicitly exclude the applicability of the provisions of the United Nations Convention on contracts for the sale of goods.
4. If the Parties fail to resolve a dispute in consultation, the dispute shall be brought exclusively before the competent Court in Amsterdam.