

OVERVIEW

Below is a practical overview of our most important terms and conditions. This cover sheet does not replace our General Terms and Conditions. The General Terms and Conditions themselves remain governing.

Please feel free to contact us if you have any questions.

1. Together we put our agreements in writing.
2. Once we have confirmed the offer or quotation in writing or once you have agreed to the order we have given you, a contract is established between us.
3. We may use third parties in the execution, where desired or necessary.
4. We may make reasonable changes. We will confirm changes at your initiative in writing first.
5. You deliver at the agreed upon time to our address or to one of our branches.
6. You will keep us informed in writing of all information and other details that are necessary and useful.
7. All prices include all costs and are expressed in Euros excluding VAT.
8. Prices are agreed upon in advance and cannot be increased by you.
9. We apply a 30-day payment period.
10. Defective products will be replaced or repaired by you.
11. In the event of force majeure, we have the choice between you exceeding the delivery deadline or rescinding.
12. You are liable for all (in)direct damages from us/third parties resulting from performance of the agreement.
13. We limit our liability in our terms and conditions, in any case to a maximum amount of the net invoice value (excluding VAT), or to the coverage provided by insurance.
14. You guarantee the quality, accuracy, durability and legitimacy of what you provide to us.
15. The products you supply contain the necessary instructions.
16. All intellectual property is expressly reserved to us.
17. Confidential information remains confidential.
18. Transfer and subcontracting to third parties by you may be done with our prior written consent.
19. You insure your liabilities and risks.

GENERAL PURCHASING CONDITIONS OF THE LIBRARY EINDHOVEN

Article 1 Definitions

The following definitions are used in these terms and conditions (where singular also means plural):

1. **"General Terms and Conditions"** means the most recent version of these General Purchasing Conditions of the Eindhoven Library.
2. **"Eindhoven Library"**: Stichting Openbare Bibliotheek Eindhoven (KvK 41087750), the user of the General Terms and Conditions.
3. **"Services"** means performances commissioned by the Library Eindhoven to Supplier insofar as they do not consist of the delivery of Products.
4. **"Supplier"**: any natural or legal person from whom the Eindhoven Library orders Products and/or Services and/or with whom it negotiates regarding the Order to provide Products and/or Services.
5. **"Order"** means the order from the Library Eindhoven to Supplier to provide Products and/or perform Services.
6. **"Agreement"** means the agreement between the Eindhoven Library and Supplier with relating to the Assignment, as well as all (legal) actions and negotiations relating to the same.
7. **"Parties"** means the Library Eindhoven and Supplier jointly.
8. **"Products"** means all items delivered or to be delivered to the Eindhoven Library in fulfillment of an Order, regardless of whether the Order includes only the delivery of such items or (also) the performance of Services.
9. **"In writing"** means by mail (hard copy) or by electronic means (e-mail).

Article 2 Applicability

1. These General Terms and Conditions apply to and form part of all legal relationships in which the Eindhoven Library acts as (potential) purchaser of Products or Services of the Supplier. Legal relationships shall mean all offers, quotations, accepted orders, assignments, arrangements and/or other agreements as well as negotiations entered into.
2. Reference by Supplier to the applicability of its own terms and conditions is expressly rejected by the Eindhoven Library, unless the Parties agree otherwise in Writing.
3. The General Terms and Conditions shall apply in full to any amendments to the Agreement.
4. In case of conflict between the text of the General Terms and Conditions and the Agreement, the provisions of the Agreement shall prevail.
5. Deviations from or additions to these Terms and Conditions require the express Written consent of the Eindhoven Library.
6. If at any time the Eindhoven Library does not (immediately) exercise its rights under the Agreement and/or the General Terms and Conditions, this shall not affect its right and ability to (still) do so in the future for reasons of its own.
7. The Library Eindhoven is entitled to amend the General Terms and Conditions. The amended General Terms and Conditions shall in the future apply to already existing requests, offers, quotations, as well as entered into negotiations, after the Library Eindhoven has notified the Supplier in Writing of the existence of the amended General Terms and Conditions.
8. If one of the provisions of the Agreement or the General Terms and Conditions proves to be void or voidable, the Agreement and the General Terms and Conditions shall otherwise remain in full force. The parties will then consult in order to agree on a new provision to replace it, which provision must as far as possible be consistent with the purpose and intent of the void or nullified provision."

Article 3 Offers

1. Requests for an offer on the part of the Eindhoven Library are not binding on the Eindhoven Library and are merely an invitation for the Supplier to make an offer to the Eindhoven Library.
2. Offers made and quotations issued by Supplier are firm, irrevocable and valid for 3 months from the date of the offer or quotation.
3. Offers c.q. quotations must always be submitted in Writing by Supplier, with a clear description of the performance, a price specification, a maximum cost item for any additional costs, the warranty period and warranty conditions as well as the delivery period, and must be complete and provided with the necessary c.q. requested by the Library Eindhoven specification and documentation.
4. Supplier must detail in its offer or quotation any deviation from the Library Eindhoven's request for an offer or quotation.
5. The costs of the offers and quotations as well as necessary samples to be provided by Supplier to the Eindhoven Library as well as trial shipments and sample materials will be entirely for the account of Supplier
6. Offers, quotations, documentation, prototypes and samples will not be returned to Supplier by the Library Eindhoven unless expressly agreed otherwise in Writing between the Parties.

Article 4 Agreement and amendments

1. The Agreement between the Eindhoven Library and Supplier will only be established after the Eindhoven Library has accepted or confirmed the offer or quotation in Writing to the Supplier. This order confirmation from the Library Eindhoven shall be deemed to represent the Agreement correctly and completely, unless the Supplier expressly notifies the contrary in Writing within 2 working days after receipt of the order confirmation from the Library Eindhoven.
2. In the absence of any prior offer or quotation from Supplier, the Agreement shall be established by the Library Eindhoven issuing Written Order to Supplier and Supplier accepting such Order.
3. Supplier shall be deemed to have accepted an Order if it: (i) has accepted the Order unchanged by way of an Order Confirmation; (ii) has returned the unchanged Agreement signed, or; (iii) has not, within 2 business days from the date of receipt of the Written Order by the Eindhoven Library, expressed its objections to it in Writing.
4. Promises, offers and agreements made by the Supplier with third parties engaged by the Eindhoven Library, expressly including Library Eindhoven staff members, will only bind the Eindhoven Library if they have been confirmed in Writing by an authorized person of the Eindhoven Library itself.
5. Agreed specifications are binding on the Supplier and deviations can only be agreed upon in writing by mutual agreement between the Parties.
6. At the request of the Library Eindhoven, Supplier will accept and carry out any changes in the scope and/or quality of the Order, in the broadest sense of the word, indicated by the Library Eindhoven, provided that these changes are reasonably possible. These changes will not be at any cost to Library Eindhoven. Supplier is only entitled to implement a change or addition, which may have consequences for the agreed price and/or delivery time, after explicit Written confirmation from the Library Eindhoven.
7. If an amendment or supplement will, in the opinion of the Supplier, have consequences for the agreed price and/or delivery time, the Supplier is obliged, before acting on the amendment or supplement, to inform the Library Eindhoven thereof in writing as soon as possible, but no later than within 2 working days after said request. If these consequences for the price and/or delivery time are unreasonable in the opinion of the Library Eindhoven, the Parties will consult further.
8. Should the change or addition to the Agreement result in a new price and/or new delivery time or result in a different performance, of different quality or quantity, then the Eindhoven Library will be entitled without further ado to require unchanged or changed performance of the initial Agreement acceptable to the Eindhoven Library without (additional) cost to the Eindhoven Library.
9. The Eindhoven Library is without further ado entitled to demand unchanged performance of the Agreement, without (additional) costs for the Eindhoven Library, if there is any additional work by the Supplier, which the Supplier could or should have foreseen at the conclusion of the Agreement in order to achieve the agreed performance and functionality(s) to be delivered or that are the result of an attributable shortcoming on the part of Supplier. The Library Eindhoven is entitled to cancel an Order until such time as the Supplier has accepted the Order. The Library Eindhoven is also entitled to cancel the Agreement if (i) the Supplier has not yet commenced the performance of the Order, without the Library Eindhoven having to provide justifiable reasons for this and without the Library Eindhoven owing the Supplier any compensation and (ii) if the conditions necessary for the Service to be performed have not been fulfilled (such as the failure to achieve a desired number of participants in an education, training or workshop), in which case the Library Eindhoven will also not owe the Supplier any compensation.
10. If the Agreement is to be qualified as a call-off agreement, the individual partial agreements will be concluded by the placement of the respective partial orders by the Library Eindhoven. The Library Eindhoven will clearly indicate when there is a call-off agreement and under what conditions such call-off agreement is concluded.

Article 5 Prizes

1. All prices are, unless explicitly stated otherwise, expressed in Euros and excluding VAT, but including all costs, including but not limited to shipping costs, transport insurance, handling costs, administration costs, levies and taxes (excluding VAT).
2. The prices are fixed in the sense that they cannot be increased by the Supplier during the term of the Agreement, unless expressly agreed otherwise in writing between the Parties. The price at the time of concluding the Agreement and/or issuing an Order shall be deemed the agreed price. Price reductions effective before the time of delivery shall automatically replace the agreed price.
3. Prices shall be fixed in advance, for example on the basis of an agreed hourly rate and number of hours or on the basis of a fixed amount or on the basis of an agreed rate per weight, number, quantity or tonnage.
4. The Supplier shall never be entitled to adjust the agreed price on the basis of any circumstances whatsoever, including but not limited to an increase in one or more of the price-determining cost factors.
5. The Eindhoven Library cannot be required to purchase minimum quantities.

Article 6 Delivery

1. Delivery shall be made locally to the address of the Eindhoven Library or to the address of one of its (other) branches, unless expressly agreed otherwise in Writing.
2. Supplier shall deliver the agreed Products and/or Services at the time specified in the Agreement, unless the Eindhoven Library has agreed in Writing to a different time. The time of delivery is a firm date.
3. The risk of the Products to be delivered will not pass to the Library Eindhoven until these Products have been unloaded at the Library Eindhoven and the Library Eindhoven has signed for receipt. Damage or damage caused during transport or delivery of the Products to be delivered shall be for the account of the Supplier before the moment of transfer of risk. Ownership of the delivered Products shall pass to the Library Eindhoven at the same time as the risk for the Products. Supplier has no retention of title, unless expressly agreed otherwise in Writing.
4. Unless it has been agreed in writing that the Eindhoven Library will take care of the transport itself, Supplier must at all times take care of adequate insurance of the Products to be delivered until the delivery shall have been completed. Transport will take place at the expense and risk of Supplier.
5. Partial deliveries are permitted only with Written permission from the Eindhoven Library.
6. The obligation to fulfill the delivery shall not be fulfilled until the agreed Products and/or Services have been delivered in accordance with the Agreement and the requirements set out therein as well as the documentation specified in the Agreement or accompanying documentation such as certificates, manuals, user instructions, safety instructions, maintenance instructions, et cetera.
7. A waybill and/or packing slip signed by the Library Eindhoven upon delivery will only constitute proof of delivery of the Products delivered. A delivery note/packing slip signed by the Library Eindhoven can never constitute proof of the fact that the Products delivered have been inspected, checked and approved by the Library Eindhoven upon delivery, both with respect to the quantity and nature and quality of the Products delivered and with respect to the packaging. The fact that the Library Eindhoven has not noted this on the waybill and/or packing slip does not detract from this and does not limit the rights of the Library Eindhoven.
8. As soon as Supplier suspects that the agreed Products and/or Services will not be delivered on time, Supplier will immediately notify Library Eindhoven thereof in Writing, explicitly stating the circumstances causing the delay as well as the new delivery date. Such notice shall never relieve Supplier of its obligation to perform within the agreed delivery period, and Supplier shall be in default by operation of law if the delivery period is exceeded, without any demand, notice of default or notification being required.
9. Without prejudice to the right of the Library Eindhoven to terminate the Agreement with immediate effect in accordance with Article 17, the Library Eindhoven may, at its own discretion, in cases of late performance, charge the Supplier a delay penalty of 1% of the total value of the Order for each calendar week commenced by which the Supplier fails to comply with the agreed delivery period, with a maximum of 15% of the aforementioned value. This delay penalty is not subject to mitigation and cannot be regarded as compensation for damage suffered by the Eindhoven Library through the fault of the Supplier. The Library Eindhoven shall be entitled to set off the forfeited penalty against the amount owed by the Library Eindhoven to the Supplier. The Library Eindhoven is expressly free to claim performance of the Agreement in addition to the penalty. If the Library Eindhoven proceeds to terminate the Agreement on the basis of the mere exceeding of the delivery period, the Library Eindhoven will never be liable to the Supplier for any compensation.
10. If a delivery deviates from the Agreement in terms of quantities, the Supplier shall ensure that defects are rectified within 5 working days and that surplus deliveries are made good immediately, unless otherwise agreed in writing by the Parties. The related costs and risks, incurred in connection with inter alia transport and storage, shall be borne in full by the Supplier. This provision does not affect the other rights of the Eindhoven Library in the event of an attributable shortcoming by the Supplier in the performance of the Agreement.

Article 7 Packaging

1. The Products to be delivered must be properly packaged according to their nature, also in view of the method of transport and in compliance with legal (environmental) and (safety) requirements, and marked according to instructions of the Eindhoven Library (if applicable). The packaging must enable proper and safe storage and unloading. Supplier is liable for damage caused by insufficient and/or faulty packaging. The packaging must be such that it can be emptied completely and that no remnants remain in it. Supplier must instruct Library Eindhoven how the packaging is emptied.
2. Supplier will take back the packaging, unless expressly agreed otherwise in Writing. The Library Eindhoven does not owe a deposit and/or kee fee for the packaging.
3. Supplier guarantees that the delivered Products are provided with the correct labeling, product information as well as all regulations for safe transportation, storage, unloading, handling, processing, use and consumption, among others.
4. Deliveries that do not comply with the provisions of this article may be rejected by the Eindhoven Library without question or returned at Supplier's expense.

Article 8 Payment

1. Invoices will not be paid by the Eindhoven Library if they:
 - a. are dated prior to the agreed delivery date;
 - b. be received before full and proper performance of the agreement by Supplier;
 - c. not only charge for a (agreed upon) partial delivery but also for subsequent deliveries already made, regardless of whether the subsequent deliveries were made early and accepted by the Eindhoven Library; and
 - d. those that are incorrect or incomplete.
1. Invoices processed by the Eindhoven Library will be paid in accordance with the payment term of 30 days after receipt of the invoice, unless expressly stated otherwise in Writing agreed upon. Payments on shorter terms entitle the Eindhoven Library to a payment discount to be agreed upon.
2. Payment by the Eindhoven Library never releases the Supplier from any warranty and/or liability as derived from the law, the Agreement and the General Terms and Conditions and does not imply a waiver of any right of the Eindhoven Library.
3. Exceeding any payment term of the Library Eindhoven or non-payment by the Library Eindhoven of any invoice on the grounds of suspected substantive inaccuracy of that invoice or of inadequacy or incompleteness or non-conformity of the performed Agreement does not entitle the Supplier to suspend or terminate its Order to be performed. Insofar as it appears that the Eindhoven Library has wrongfully failed to pay or has paid too late, the Supplier is entitled, only after proper notice of default, and in deviation from Section 6:119a of the Dutch Civil Code, to default interest in the amount of the prevailing statutory interest mentioned in Section 6:119 of the Dutch Civil Code.
4. The Library Eindhoven shall at all times be entitled to set off amounts owed by the Library Eindhoven to the Supplier against amounts owed by the Library Eindhoven to the Supplier, regardless of whether they relate to the same or another Agreement than that to which the outstanding claim relates.
5. Any recourse to set-off by the Supplier is expressly excluded, unless the Library Eindhoven expressly agrees in advance in writing to a specific set-off and the claim against which the set-off is to be made

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has been unconditionally acknowledged by the Library Eindhoven in writing.

6. The Library Eindhoven is entitled, after notifying the Supplier, to make payments on behalf of the Supplier to third parties, if the progress of the execution of the Agreement would be jeopardized in the absence of such payments, all at the sole discretion of the Library Eindhoven. Such payments shall, without further ado, be deducted from what the Eindhoven Library owes the Supplier.

Article 9 Acceptance and notification of defects

1. The Eindhoven Library shall be entitled at any time to inspect or have inspected the Products delivered.
2. In case it concerns a bulk delivery of one and the same Product, the Library Eindhoven may suffice with a sample with respect to the Product in question. Rejection of the sample is considered rejection of entire bulk delivery.
3. At the first request of the Eindhoven Library, Supplier will provide access to the Eindhoven Library or its representative to the place of production, processing or storage. Supplier will cooperate with the testing and inspection free of charge.
4. If an inspection as referred to in the previous paragraph cannot take place at the intended time due to the Supplier's actions or if an inspection must be repeated, the resulting costs shall be borne by the Supplier.
5. If, in the opinion of the Library Eindhoven, the delivered Products are not in accordance with the Agreement, the Library Eindhoven shall be entitled to return the delivered Products within a period agreed upon in the Agreement, but in any case within a period of 30 days after delivery, at the expense and risk of the Supplier.
6. Supplier shall promptly recall and replace the delivered non-conforming and/or defective and/or rejected Products with conforming new Products and complete an incomplete delivery. Supplier shall be permitted to repair the delivered non-conforming and/or defective and/or rejected Products only if the nature of the delivered Product and the nature of the defect so permit and if and to the extent that the Eindhoven Library has expressly agreed to this in Writing. Supplier shall fully credit the Service performed, or, if the Library Eindhoven has expressly agreed thereto in Writing, reperform the rejected Service. If Supplier has not corrected the non-conforming and/or defective and/or rejected Products from Supplier within a period of 7 days after the Written notification, the Library Eindhoven is entitled to return the delivered Products at Supplier's expense and risk.
7. If the Supplier has not fulfilled the obligations set forth in paragraph 6 within 7 days of the written notification of a complaint by the Library Eindhoven, the Library Eindhoven will be entitled without further ado to have the delivered Products repaired by third parties at the expense and risk of the Supplier, or, at the sole discretion of the Library Eindhoven, to purchase the Products from a third party, or to purchase the rejected Service from a third party, in which cases the Library Eindhoven will be entitled to claim the damage, in the broadest sense of the word, including but not limited to repair costs and additional costs, from the Supplier and/or to claim any payments already made by the Library Eindhoven regarding invoices from the Supplier regarding the non-conforming and/or defective and/or rejected Products or Services as undue, or to suspend payment of those invoices and to dissolve the Agreement with the Supplier, for which damage the Supplier will be liable towards the Library Eindhoven.
8. All expenses, in the broadest sense of the word, related to a defect or attributable failure found by the Eindhoven Library, shall be borne entirely and exclusively by Supplier. Library Eindhoven's payment obligation will be suspended until Supplier has fulfilled its obligations under this article. The Library Eindhoven is entitled to set off all related costs, in the broadest sense of the word, against the purchase price owed by the Library Eindhoven or against any other claim the Supplier may have against the Library Eindhoven.

Article 10 Warranty

1. Supplier guarantees that the Products and/or Services are of good quality and free from design, construction or manufacturing defects and also guarantees the quality and accuracy of the materials, components, ingredients and components used and of the advice provided and Services rendered, in the broadest sense of the word, including that they have been performed by skilled personnel.
2. Supplier warrants that the Products and/or Services are in accordance with the provisions of the Agreement and all other requirements consulted by the Library with the requirements stated in the specifications and instructions, drawings, calculations, or in other documents submitted by the Library Eindhoven. If the Library Eindhoven has not provided specifications but has specified the purpose for which the Deliverables and/or Services provided are intended, the Supplier warrants to the Library Eindhoven that the Deliverables and/or Services provided are suitable for the purpose specified by the Library Eindhoven and meet all reasonable expectations of the Library Eindhoven with respect to the properties, quality, and reliability of the Order.
3. Supplier guarantees that the Products and/or Services comply with the legal requirements and government regulations applicable in the Netherlands. Supplier guarantees that the Products and/or Services do not pose any risk to the health or safety of persons, property and the environment.
4. If the Agreement concerns Products deemed to be durable, such as machines, electronic equipment, inventory, and related items, the Supplier warrants the soundness of the construction and manufacture as such, including the parts, delivered and used materials, and advice provided, all in the broadest sense of the word, for a warranty period of 10 years after delivery, unless a different warranty period has been expressly agreed upon in writing between the Parties. If the Eindhoven Library notifies the Supplier during the warranty period that a Product does not comply with this Article, the Supplier will replace the Product in question without delay and at its own expense, or, if the Eindhoven Library expressly agrees to this in writing, repair it. The foregoing shall not affect the Library Eindhoven's other rights under the Agreement or otherwise.
5. Supplier furthermore guarantees that the Products deemed to be durable contain components that will remain available to the Library Eindhoven for a period of 10 years after delivery. The guarantee period will be extended by the time during which the Products could not be used as intended due to a defect or unsuitability attributable to Supplier or attributable shortcoming. The agreed guarantee period will start anew at the moment that the Library Eindhoven has accepted the replaced or repaired Product and/or Service.
6. Delivered Products are ready for use and equipped with, among other things, all parts, auxiliary materials, attachments, tools, spare parts, directions for use and instruction manuals that of all that may be necessary or useful for the realization of the purpose specified by the Library Eindhoven in Writing, even if they are not named.

Article 11 Liability

1. Supplier is liable for all direct and indirect damage, expressly including but not limited to trading loss, idle loss, loss of profits, losses, (un)costs, unforeseen expenses, missed savings, consequential damage (including from third parties), other pecuniary damage and personal injury, including the full extrajudicial collection costs, suffered by the Library Eindhoven or by third parties, as a result of the performance of the Agreement. This liability of the Supplier explicitly includes damage suffered by the Eindhoven Library or third parties - including customers of the Eindhoven Library - as a result of late and/or non-conforming and/or incomplete delivery by the Supplier in accordance with Article 6 of this Agreement, as well as all damage resulting from a recall, by the Supplier and/or one of its suppliers, of the Products delivered. Supplier shall compensate such damage in full, regardless of whether such damage was caused by Supplier itself, its employees, or other persons or auxiliaries or third parties engaged by Supplier in the performance of the Agreement.
2. The Supplier will indemnify the Library Eindhoven against liability of the Library Eindhoven vis-à-vis third parties for all damage caused by or in connection with (the use of) the Products and parts thereof delivered by the Supplier or Services provided by the Supplier, explicitly including product liability, also if the delivered Products have been processed, as well as for all damage resulting from the non-execution (correctly or in a timely manner) of the Agreement and/or in connection with a recall by the Supplier and/or one of its suppliers. For the purposes of this paragraph, employees of the Eindhoven Library are considered third parties.
3. If it is agreed that the Supplier is liable to pay a penalty in the event of an attributable failure on its part, the authority of the Eindhoven Library to claim performance and/or compensation (in addition to penalty) shall remain intact at all times.
4. The Eindhoven Library is not liable for damage on the part of the Supplier and employees and/or third parties engaged by the Supplier. This, unless the damage is the result of wilful recklessness or intent on the part of the Library Eindhoven's management, whereby liability for indirect damage, expressly including trading loss, consequential damage, loss of profits, missed savings, financial

loss, damage due to business stagnation, losses, (un)costs and unforeseen expenses is excluded. The aforementioned liability of the Eindhoven Library will only arise if the Supplier immediately and appropriately puts the Eindhoven Library in default in writing and gives the Eindhoven Library a reasonable period of time to remedy the breach, and the Eindhoven Library continues to fail after this period.

5. If, for any reason whatsoever, the Library Eindhoven is obliged to pay any compensation or damages to the Supplier in connection with the performance of the Agreement, this will at all times be limited to the amount of the net invoice value (excluding VAT) of the Agreement in question. The liability of the Eindhoven Library is in any case limited to the coverage offered by the insurance of the Eindhoven Library.
6. If Supplier has made investments, in the broadest sense of the word, for the production and/or delivery of Products and/or Services, Supplier cannot claim any compensation on the part of the Eindhoven Library if the Eindhoven Library ceases to purchase these Products and/or Services.

Article 12 Modifications of delivered items

Except with the prior written permission of the Eindhoven Library, the Supplier is not permitted to deliver Products that deviate from the (previously) agreed upon or from the specifications, instructions, drawings, calculations or properties given by the Eindhoven Library, or to make deliveries that deviate with respect to weight, quantity, color, quality, constructions, composition, formula, presence or absence of substances, specifications, application possibilities, treatment and other technical qualities of the Products, nor to infringe upon a issued guarantee or certificate.

Article 13 Product Documentation

1. The Products delivered by Supplier shall at all times be accompanied by the necessary instructions as to use, safety, storage, maintenance and application and product information, in order to enable the Library Eindhoven to use the Product independently.
2. The Eindhoven Library is free to use this documentation, including multiplying it for its own use.
3. The Supplier is obliged to inform the Eindhoven Library in Writing at all times of all substances that have been involved in the manufacture of the Product and the information regarding the influence of these substances on humans and the environment and any hazardous situations that may arise during normal use and handling or processing or storage of the Product.
4. Supplier will continuously provide the Library Eindhoven with all current information regarding the Products delivered and/or Services provided that may be of interest to the Library Eindhoven.

Article 14 Continuity of deployed personnel

1. Interim replacement, withdrawal or extra deployment of employees deployed by Supplier can only take place after Written permission from the Eindhoven Library, without this involving extra costs for the Eindhoven Library, unless the Parties have agreed on this in Writing. In case of absence of an employee deployed by the Supplier, if it must be assumed that the employee cannot be deployed for a period of more than 7 working days, the Supplier shall report this in Writing to the Library Eindhoven and the Supplier shall be obliged, at the first request in Writing of the Library Eindhoven, to replace said employee by skilled personnel, so that the performance of the Agreement is ensured, without any costs for the Library Eindhoven being involved. Replacement, withdrawal, additional deployment will at all times be at the full expense and risk of the Supplier, including but not limited to the costs of recruitment, selection and reinstatement.
2. Supplier guarantees to the Eindhoven Library that for the duration of the Agreement its personnel and the third parties it engages meet and will continue to meet the agreed qualifications with respect to training, expertise and experience.

Article 15 Intellectual property

1. Intellectual property rights with respect to images, texts, digital files, photographs and films, brochures, websites and the like originating from or developed or used by the Library Eindhoven are and will explicitly and exclusively remain the property of the Library Eindhoven, which also applies to all items developed or further developed by the Supplier for the execution of an Order by the Library Eindhoven, all this regardless of the share in the realisation thereof of the Supplier or third parties engaged by the Supplier, and regardless of whether they have been made by the Supplier or by third parties on the instruction of the Library Eindhoven. The exercise of these rights - including publication, transfer, copying, distribution, use of data, granting of licenses, all in the broadest sense of the word - is expressly and exclusively reserved to the Library Eindhoven, both during and after execution of the Agreement.
2. Insofar as Supplier could assert any intellectual property rights against the Eindhoven Library in connection with the performance of the Agreement, Supplier shall in advance transfer in Writing its such rights or claims to the Eindhoven Library for no consideration, as of the date of signing of the Agreement or confirmation of the Order, with immediate effect, on the understanding that the transfer relates to the full, integral copyright.
3. The Supplier undertakes, as of the date of signature of the Agreement or confirmation of the Order, to lend its full cooperation in carrying out any administrative measures necessary to achieve proper registration of the transfer of intellectual property rights.
4. Supplier warrants that the Products and/or Services do not infringe on any intellectual property rights of third parties and Supplier indemnifies the Eindhoven Library against third party claims on this account.
5. Supplier warrants to the Library Eindhoven that it has obligated the third parties it has engaged to transfer all existing or asserted rights or claims of intellectual property by such third party to Supplier and that such rights have been transferred to Supplier no later than the date of signing of the Agreement or the date of confirmation of the Order by the Library Eindhoven, after which Supplier is obligated to transfer such rights to the Library Eindhoven.
6. The Eindhoven Library has the right, without the consent of the Supplier, to make changes or adjustments to the realized result of the Order and to decide entirely independently on the design.
7. To the extent necessary, the Eindhoven Library shall pay the Supplier for the transfer of the intellectual property rights referred to in this article, a fee already included in the price as agreed upon between the Eindhoven Library and the Supplier.

Article 16 Secrecy, publicity and duty of information

1. Supplier shall maintain complete confidentiality vis-à-vis third parties of all information, in the broadest sense of the word, which Supplier has obtained from the Eindhoven Library during the performance of the Agreement or which has come to its knowledge during the performance of the Agreement, so that Supplier may not copy, disclose or display any of the information unless Supplier has obtained express written permission from the Eindhoven Library to disclose the information in question.
2. Supplier is obliged to take all necessary measures and provisions to prevent disclosure of said information to third parties, Supplier shall ensure safe custody and storage, Supplier shall not use the information for any purpose other than for which the information has been obtained, Supplier shall not retain the information any longer than is reasonably necessary for the fulfillment of obligations and shall make the information, including copies made, available to the Library Eindhoven immediately after the Library Eindhoven's request to do so, after full fulfillment of the Supplier's obligations under the Agreement and after termination of the Agreement, or at the discretion of the Library Eindhoven, destroy it, ensure that the information is only accessible to staff of the Supplier to the extent necessary for the adequate performance of the Agreement and the professional advisors of the Supplier, whereby the Supplier shall impose the same duty of confidentiality on all employees and third parties involved, on penalty of the penalty referred to in Article 24.1.
3. Without explicit written permission from the Eindhoven Library, the Supplier is not permitted to refer to the Assignments granted in publications or advertisements or websites etc., or to refer to the Assignments in any other way, including verbally. Supplier is not entitled to refer in any way to the existence of the Agreement in brochures, catalogs, leaflets, advertisements, websites, newspapers, or other publicity material or otherwise, without Written permission from the Eindhoven Library, unless required by law. The Supplier is not permitted to use the name of the Eindhoven Library in advertisements and other possible expressions without Written express permission from the Eindhoven Library.
4. Upon termination of the Agreement, the provisions of this Article shall remain in effect.

Article 17 Dissolution

1. The Library Eindhoven shall be entitled to terminate the Agreement in whole or in part with immediate effect without judicial intervention, in Writing, without being liable for compensation, and without

GENERAL PURCHASING CONDITIONS OF THE LIBRARY EINDHOVEN

prejudice to the right of the Library Eindhoven, in lieu of termination, to demand performance and without prejudice to its right to compensation, if:

- a. Supplier fails to comply with its obligations arising from the Agreement and the General Terms and Conditions and such default has not been remedied within 10 days from the date of dispatch of the notice of default;
- b. after the conclusion of the Agreement, circumstances come to the knowledge of the Library Eindhoven that give good reason to fear that the Supplier will not be able to fulfil the obligations under the Agreement and the General Terms and Conditions;
- c. Supplier applies for or is granted suspension of payment;
- d. Supplier's bankruptcy is filed or Supplier is declared bankrupt;
- e. Supplier applies for admission to the Natural Persons Debt Rescheduling Act (WSNP), or that it is granted admission to the WSNP;
- f. a significant portion of the Supplier's assets is seized;
- g. Supplier shuts down or threatens to shut down its business;
- h. Supplier its creditors approaches in the framework of a debt restructuring/payment arrangement;
- i. Supplier or its supplier unilaterally alters the composition, parts, recipe, components or properties of the Products to be supplied by Supplier;
- j. ownership or control of Supplier is transferred to others;
- k. has been offered or provided by Supplier or any of its employees or representatives any benefit to any person who is part of the business of the Eindhoven Library;

or if the Eindhoven Library can reasonably assume that any of the aforementioned situations will occur in the near future.

2. If the Eindhoven Library dissolves the Agreement pursuant to this Article, any claim the Eindhoven Library has against the Supplier shall be immediately due and payable.
3. If, based on the information known to the Eindhoven Library at that time, the Eindhoven Library reasonably believes it can validly exercise a right of suspension, dissolution or annulment, the Supplier will not be entitled to any form of compensation, including but not limited to statutory interest and collection costs, in the event it is later established that the Eindhoven Library has not validly exercised its rights.
4. The Eindhoven Library shall at all times be entitled to test or have tested the Order carried out for compliance with all relevant laws and regulations and/or compliance with the agreed specifications. If it can be concluded from these tests that the Supplier has not complied with the relevant laws and regulations and/or has not fulfilled the agreed specifications, this will be regarded as an attributable shortcoming on the part of the Supplier, and the Library Eindhoven will be entitled, without prior notice of default, to immediately dissolve the Agreement, whereby the costs incurred and any additional costs will be for the account of the Supplier.

Article 18 Third parties and subcontracting of the Agreement

1. The claims, rights and obligations arising from the agreement are not transferable, pledgeable or otherwise liable to encumbrance or transfer under any title whatsoever, except with the prior Written consent of the Eindhoven Library. This provision has property law effect within the meaning of Article 3:83 paragraph 2 of the Dutch Civil Code.
2. The Supplier may not assign its rights and obligations under the Agreement or any part thereof to third parties, nor outsource the deliveries or work to be performed, unless the Eindhoven Library has given its prior written consent. Said permission will then only concern that particular Order.
3. Supplier will fully bind a third party, in the event of transfer or outsourcing under the condition of the first paragraph of this article, to the provisions of these General Terms and Conditions, more specifically but not exclusively the regime regarding intellectual property and confidentiality, as well as to what has been agreed upon with the Library Eindhoven in respect of the Agreement.
4. Written consent given by Library Eindhoven to transfer or subcontract shall not relieve Supplier of any obligation or liability under the Agreement and these Terms and Conditions. Supplier shall fully indemnify Library Eindhoven for claims, on any basis whatsoever, of any third party engaged by Supplier and shall reimburse Library Eindhoven for all payments to be made by Library Eindhoven to third parties.

Article 19 Suspension

The Eindhoven Library is at all times entitled to have the performance of the Agreement suspended in whole or in part, so that the Supplier is obliged to postpone delivery and/or interrupt work for a period to be determined by the Eindhoven Library. Supplier is obliged to limit the damage resulting from this suspension as much as possible by taking appropriate measures.

Article 20 Force majeure

1. If Supplier cannot fulfill its obligations to the Library Eindhoven due to force majeure, the Library Eindhoven has the right either to have Supplier exceed the delivery term or to terminate the Agreement entered into with Supplier by a statement to that effect, without the Library Eindhoven being obliged to pay any compensation in this respect. If the Library Eindhoven is unable to fulfill its obligations to the Supplier due to force majeure - a non-attributable failure - that obligation will be suspended for the duration of the force majeure situation.
2. Force majeure on the part of the Supplier in any case does not include lack of personnel, strike or illness of personnel, at the Supplier or at third parties engaged by the Supplier, delays in distribution and shortcomings in the performance of third parties engaged by the Supplier, business disturbances at the Supplier or at third parties engaged by the Supplier, transport difficulties, material faults, failure to deliver or to deliver on time to the Supplier the items, ingredients, components or raw materials or parts to be delivered to the Eindhoven Library by third parties, seizure of stocks or inventory at the Supplier or at third parties engaged by the Supplier, liquidity problems at the Supplier or at third parties engaged by the Supplier.
3. The Supplier will notify the Library Eindhoven in Writing as soon as possible of a (possible) force majeure situation and of the circumstances, consequences and probable duration, and will take all reasonable measures to overcome such circumstances or provide alternatives.

Article 21 Insurance

1. Supplier shall adequately insure and keep insured its legal liability as well as its contractual liabilities to the Eindhoven Library and to third parties, and Supplier shall furthermore insure all risks insurable on normal terms and conditions in its business operations, which insurance shall take effect before any Agreement with the Eindhoven Library takes effect.
2. Supplier will also insure all items in its possession from the Eindhoven Library under the Agreement against risks against which insurance is customary, such as fire, theft, water and storm damage, or deemed desirable by the Eindhoven Library, during the time that Supplier has the items in its possession.
3. Supplier will notify Library Eindhoven with immediate effect as soon as Supplier becomes aware of any event, under the Agreement, that requires Supplier to indemnify Library Eindhoven in accordance with the Agreement.

Article 22 Assignment and pledge of claims

1. Supplier is not permitted to assign, pledge or otherwise encumber its claims against the Library Eindhoven and its rights or obligations under the Agreement without the prior Written express consent of the Library Eindhoven, or to transfer to a third party under any other title. The Library Eindhoven may grant the permission subject to conditions. Supplier shall do all things and pass all documents reasonably necessary to effect any transfer or proposed transfer made pursuant to this Article.

Article 23 Service agreement and termination

1. Commissions for services on the part of the Supplier will terminate upon their completion by the advice given, whereby the Eindhoven Library will determine whether the Service has been performed as agreed upon and/or in accordance with the specifications provided, or at the time expressly determined by the Parties. Orders for services may not be terminated prematurely by the Supplier.
2. The Eindhoven Library may terminate the Agreement to provide services prematurely.
3. This article does not affect the rights of dissolution and suspension as granted to the Library Eindhoven in these General Terms and Conditions.
4. If the Eindhoven Library has terminated the Agreement to provide services, the Eindhoven Library will never owe the Supplier any compensation for any work already performed or costs incurred,

nor will the Eindhoven Library owe the Supplier any compensation in any way.

5. In the event of (partial) termination or dissolution of the Agreement to provide services, the Supplier will provide the cooperation that can reasonably be expected of it in transferring the Order to the Eindhoven Library or a third party to be designated by Eindhoven Library, in such a way and for such a period that the continuity of the execution of the Order (to which the termination or dissolution relates) is guaranteed.

Article 24 Penalty clause

For each violation of the articles of these General Terms and Conditions, the Supplier will forfeit to the Library Eindhoven an immediate fine of € 500,- for each violation, which is not subject to deduction, suspension or setoff, payable without further notice of default or judicial intervention, to be increased by € 100,- for each day that the violation continues, without prejudice to the right of the Library Eindhoven to full compensation of the damage resulting from the violation by the Supplier.

Article 25 Disputes and applicable law

1. All negotiations, the General Terms and Conditions and Agreements with the Library Eindhoven and its execution are governed exclusively by Dutch law.
2. The applicability and effect of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) is expressly excluded.
3. All disputes arising from or related to the negotiations, Agreement and/or the General Terms and Conditions shall be submitted to the District Court of East Brabant.

In the event of incompatibilities, inconsistencies and/or differences (e.g. in interpretation) between language versions of these General Terms and Conditions, the original Dutch version will prevail.