

General Purchase Conditions of Stichting Deltares

These General Purchase Conditions are applicable to all commissions awarded by Deltares, as well as the purchase of goods by Deltares.

These General Purchase Conditions are applicable with the explicit exclusion of the conditions, general or otherwise, of Supplier. Deviations from these General Purchase Conditions are only binding after they have been explicitly agreed in writing between Deltares and Supplier.

These General Purchase Conditions have been filed with the Clerk's Office of the District Court of The Hague and at the Chamber of Commerce and Industry for Haaglanden.

1 Definitions

GPC	these General Purchase Conditions
Deltares	the foundation "Stichting Deltares"
Supplier	the contracting party to Deltares
Commission	the (mixed) agreement between Deltares and Supplier for a commission and/or contract for work and/or purchase of goods, whereby Deltares acts as the principal and purchaser respectively

2 Commission

- 2.1 The contents of the commission shall be determined by the description of the activities in the offer as accepted by Deltares in its written confirmation of the commission, including all amendments made thereafter by consultation.
- 2.2 Deltares is entitled to require amendments be made to the commission, even if these entail additional or less activities.
- 2.3 Deviations from these GPC shall solely be binding after having been explicitly agreed in writing between the parties and shall only relate to the commission for which they have been agreed.

3 Performance of the commission

- 3.1 Supplier is required to deliver the goods and/or perform the activities and/or provide the services within the agreed term.
- 3.2 Exceeding an agreed term constitutes an attributable failure of Supplier to perform its obligations under the agreement and Supplier will therefore be in default by operation of law.
- 3.3 As soon as Supplier expects that the agreed term will be exceeded, it will inform Deltares thereof.
- 3.4 Supplier warrants and guarantees that performance of the commission, as well as delivered goods, performed activities and/or provided services comply with the commission, the requirements set by Deltares and the regulations and standards set in this respect by or on behalf of government authorities, such as quality, safety and environmental standards. When standards are in conflict, the most stringent and/or far-reaching standard shall apply at all times. Delivered goods and/or performed activities and/or provided services shall also comply with what may reasonably be expected of such goods, activities and/or services.
- 3.5 The delivery of goods also comprises all certificates, certificates of origin, original inspection, test and manufacturing reports, other reports, instructions for use and other documents, as well as parts, auxiliary equipment and the like, that are necessary to use the goods.
- 3.6 The performance of the commission comprises the full assembly of the goods to be delivered. Assembly shall be carried out with due care and accuracy by competent personnel and

under proper management and supervision. The warranties referred to in this Article 3 equally apply to all permanent (auxiliary) materials and construction resources in relation to the assembly.

- 3.7 Supplier shall provide Deltares at all times upon Deltares' request with further information regarding the performance of the commission.
- 3.8 Without prior written approval by Deltares, Supplier shall not have all or part of the commission performed by third parties. Deltares may give its approval under conditions. Even if Supplier does have all or part of the commission performed by a third party or third parties, Supplier is jointly and severally liable for the correct and timely completion of the commission.
- 3.9 If there are any errors or obscurities in the drawings and/or documents supplied by Deltares for the performance of the commission, Supplier shall inform Deltares forthwith.
- 3.10 With regard to the performance of the commission, Supplier is not authorized to communicate directly with the principal of Deltares, unless, to the discretion of and on a written instruction of Deltares, this is necessary for the practical performance of the commission or within the context of the prevailing safety requirements. In the event of an immediate threat to safety, Supplier may contact the principal of Deltares directly. Supplier shall inform Deltares thereof as soon as possible.

4 Secondment, hiring, contracting and subcontracting

- 4.1 Article 4 applies notwithstanding the provisions of Article 3.8 of this GPC.
- 4.2 If a person made available by or on behalf of Supplier is deemed by Deltares to be unsuitable or less suitable for performing the agreed activities, Supplier shall ensure a proper replacement for the person concerned immediately after being notified by Deltares. The costs of such replacement shall be borne by Supplier.

- 4.3 Personnel seconded or supplied to Deltares by or on behalf of Supplier shall be subject to the safety regulations and instructions applicable to Deltares' own personnel. In as far as possible, working hours of these personnel will be the same as the working hours customary at Deltares.

5 Delivery, inspection and transfer

- 5.1 All goods shall be delivered and unloaded by Supplier at the address of Deltares or a location designated by Deltares. Supplier shall bear the costs of transport.
- 5.2 The time of delivery and unloading will be determined by Deltares, within the agreed delivery period.
- 5.3 Deltares is entitled to inspect or test the goods to be provided, even before delivery. In that event, Supplier shall timely inform Deltares the time at which the goods will be ready for inspection or testing, in order to allow Deltares to be present at such time. Furthermore, Supplier shall provide Deltares with all necessary information and facilities for an inspection or test. The costs of testing shall be borne by Supplier, except for Deltares' personnel costs.
- 5.4 The approval, testing or acceptance of the goods by Deltares does not discharge Supplier from any guarantee or liability arising from the commission.
- 5.5 Title to the goods passes to Deltares at the moment of acceptance of the goods delivered or their delivery in working order, or – if earlier – at the moment of the first payment by Deltares. From the moment of the first payment installment, Supplier will hold the goods for Deltares; Supplier will clearly label the goods it holds for Deltares as the property of Deltares.
- 5.6 The risk in respect of the goods to be provided will pass to Deltares upon delivery.

6 Purchase price, payment

- 6.1 Payment by Deltares shall be made as stated in the commission. Payment does not constitute a waiver of rights in any form.
- 6.2 Payment shall be made within 30 days of receipt of the invoice.
- 6.3 Deltares reserves the right to defer payment until Supplier has performed its obligations under the commission, insofar as the default of Supplier justifies such deferment.
- 6.4 If, accordance with Article 6.5, a fixed price or in accordance with Article 6.6, a maximum price has been agreed upon and if Supplier is of the opinion that an extension of the agreed activities or number of hours is necessary in order to properly perform the commission, Supplier shall notify Deltares in advance in writing, stating the reasons.
- 6.5 If a fixed price has been agreed upon, Deltares shall not reimburse costs for additional activities, unless such additional activities were performed upon request by Deltares and this has been agreed in advance in writing.
- 6.6 If the price is (also) calculated based on the number of hours spent, Supplier will submit a monthly report, or as often as agreed, of the number of hours worked and the corresponding price. Supplier shall instruct seconded or supplied personnel and engaged third parties to submit their own reports to Deltares of the number of hours worked. If a maximum price has been agreed upon Deltares will not reimburse any costs for additional activities and/or the exceeding of any agreed number of hours, unless the additional activities are carried out at the request of Deltares and has been agreed in advance in writing.
- 6.7 The price for delivery is exclusive of VAT, but inclusive of all costs associated with the delivery, such as social security contributions, social security charges, taxes and levies. Supplier is obliged to pay taxes, premiums and levies in relation to the activities performed by employees, temporary personnel and third parties engaged by Supplier. Supplier is required to compensate Deltares for all damages (including costs and interest)

resulting from claims by third parties for unpaid premiums, taxes or other levies. Upon first request by Deltares, Supplier will open a G-account. This does not apply if Supplier participates in a guarantee fund that provides sufficient cover for the above-mentioned premiums and charges.

7 Secrecy

- 7.1 Supplier shall keep secret all information of Deltares, of which Supplier or its personnel and/or engaged third parties and/or personnel of these third parties should reasonably be aware that this information is confidential. Supplier shall not make this information available to third parties except insofar as this is reasonably necessary in order to perform the commission. This information shall not be used for purposes other than for the proper performance of the commission.
- 7.2 Supplier shall not reproduce any drawings, software, models and documents it has received from Deltares in order to perform the commission, except if reasonably necessary to properly perform the commission. At the end of the commission, all drawings, software, models and documents as referred to above, including the copies made thereof, will be returned to Deltares forthwith and/or shall be removed from computer(s) and/or electronic data carriers.
- 7.3 Supplier shall keep secret all drawings, software, models, constructions, schedules, technical documents and other business information and know-how in the broadest sense of the word, originating from Deltares, that it has become acquainted with in relation to the commission.
- 7.4 The obligation of secrecy of Supplier does not apply if and insofar as Supplier is obliged to disclose the information known to it in legal proceedings, or if and insofar as Supplier observes a serious hazard to persons or goods. If possible, Supplier will inform Deltares in advance, if, based on the above, it is required to disclose such information.
- 7.5 Supplier guarantees that in respect of its personnel and/or engaged third-party personnel

the same rights and obligations shall apply in respect of transfer of title, publication, secrecy and patents as stipulated in these GPC.

8 Intellectual property

- 8.1 All intellectual property rights to goods produced and/or developed by Supplier for Deltares shall vest in Deltares, with the exception of rights of third parties as stated by Supplier in the offer.
- 8.2 All drawings, software, models and documents produced by or on behalf of Supplier for Deltares, shall be made available to Deltares. Unless the acquisition of the intellectual property is part of the commission, Deltares will obtain full user rights in respect of such drawings, software, models and documents.
- 8.3 Deltares is entitled to copy or reproduce all software and all documents supplied by Supplier as part of the commission.
- 8.4 Supplier guarantees that the delivered goods do not infringe on any intellectual property right of a third party, and indemnifies Deltares against all claims by third parties in this respect.
- 8.5 Supplier shall promptly inform Deltares of any inventions relating to the performance of the commission that in its opinion may be patentable.
- 8.6 Deltares is entitled to apply for a patent in its own name and at its own expense for inventions made as part of the performance of the commission. If Deltares exercises this right, it will inform Supplier thereof within six months after Deltares has been made aware of the inventions.

9 Termination of the commission

- 9.1 Without prejudice to any other rights Deltares may have under the law (including its rights to compensation) and without the obligation to pay any compensation whatsoever to Supplier, Deltares is entitled to terminate all or part of the commission for cause without further notice of default by sending Supplier a

written statement to this effect, in the event

- Supplier does not perform, or timely or properly performs, its obligations under the commission, or
- of Supplier's (application for) bankruptcy, (provisional) suspension of payment or application for such, an attachment of a major part of its company assets and/or on goods ordered and located at Supplier and the closing down or winding-up of the business of Supplier.

- 9.2 If the commission is partly terminated for cause, Deltares is entitled, without prejudice to its rights to compensation under the law, to perform the commission itself or have the commission performed by third parties, using any goods already delivered by Supplier. Supplier is obliged to transfer the necessary intellectual property rights for such performance to Deltares in accordance with Article 8.1 and 8.2 of these GPC.

10 Liability and insurance

- 10.1 Supplier is liable towards Deltares for all damage incurred by Deltares arising from a default in the performance of the commission by Supplier and/or its personnel and/or third parties engaged by Supplier, including all damage that is attributable to Supplier based on its default, statutory provisions or generally prevailing opinion. This liability of Supplier also extends towards natural persons employed by or at Deltares and affiliates of Deltares.
- 10.2 The liability of Supplier for any separate commission which is being performed under these GPC shall be limited to the following amounts:
- a. € 150,000 in case of commissions of which the price is less than or equal to € 50,000;
 - b. € 300,000 in case of commissions of which the price exceeds € 50,000 up to € 100,000;
 - c. € 600,000 in case of commissions of which the price exceeds € 100,000 up to € 300,000;
 - d. € 1,000,000 in case of commissions of which the price exceeds € 300,000 up to € 1,000,000;

- e. the price of the commission in case of commissions of which the price exceeds € 1,000,000.

- 10.3 Supplier indemnifies Deltares against claims from third parties – including personnel of Supplier and/or personnel hired by Supplier and/or third parties engaged by Supplier – towards Deltares, concerning the damage arising from a default in the performance of the commission by Supplier and/or its personnel and/or engaged third parties, as well as all damage that is attributable to Supplier based on its default, statutory provisions or generally prevailing opinion.
- 10.4 Strikes or industrial actions by Supplier's personnel or engaged third parties or personnel of these third parties will not constitute force majeure, but will constitute an attributable failure of Supplier in the performance of the commission.
- 10.5 Supplier shall be properly insured against general liability and against any other liability and damage ensuing from the performance of the commission.
- 10.6 Upon request of Deltares Supplier shall insure the goods it receives from Deltares for processing or repairs as part of the commission, with an insurance company approved by Deltares against damage, loss or theft on usual policy conditions.
- 10.7 Upon request of Deltares Supplier shall send Deltares a copy of the policy or policies.

11 Disputes and applicable law

- 11.1 All disputes arising from and/or connected to the commission shall be submitted to the competent court in The Hague, The Netherlands.
- 11.2 The commission shall be governed by the laws of the Netherlands.
- 11.3 The UN Convention on Contracts for the International Sale of Goods (CISG) is not applicable to the commission.
- 11.4 Should the commission or one of the

provisions in the commission be in conflict with statutory provisions or regulations, the parties will amend the commission or the provision concerned, provided that this will comply with the original intention of the parties and is also in accordance with the statutory provisions or regulations.

12 Specific conditions regarding land surveying activities within the Netherlands

- 12.1 If the commission includes the performance of land surveying activities within the Netherlands, Supplier is responsible for being familiar with the state of the site where the commission will be performed and other local conditions, and these conditions have been taken into account in Supplier's offer.
- 12.2 The following activities and/or costs are deemed to form part of the activities of Supplier and will not be charged separately, unless agreed otherwise:
 - a. supply and removal of materials;
 - b. removal and reconstruction of site surfacing;
 - c. removal and reinstatement of obstacles;
 - d. drilling of holes through the site surfacing, floors etc.;
 - e. use of steel planking;
 - f. supply of work water if not available on site;
 - g. removal of excavated soil, cleaning the site;
 - h. cleaning chemically polluted working equipment;
 - i. attending safety instruction sessions;
 - j. costs relating to safety measures;
 - k. obtaining access and works licenses;
 - l. provision of an actual measurement report in accordance with the existing standards, or in accordance with instructions given by Deltares;
 - m. transport of soil and/or water samples if applicable, to Deltares or, if stated in the request for an offer, to another destination designated by Deltares.
- 12.3 If not agreed otherwise, plotting and leveling the survey points form part of the activities of Supplier. A measurement report with all relevant details shall be submitted by Supplier to

- Deltares. The measurement report shall contain a site sketch showing the survey points compared to the RD coordinates. The survey points shall be measured to an accuracy of at least + or -50 cm in the plane.
- 12.4 All elevation measurements of the survey points shall be given compared to NAP and measured with an accuracy of at least + or -1 cm in height.
- 12.5 If the position of a survey point deviates for whatever reason from the planned location, the correct position, the deviation, as well as the reason for the relocation shall be stated in the measurement report. If relocating a point over a distance larger than 2 meters, this shall be discussed beforehand with Deltares.
- 12.6 If open water or a natural body of water is located within a distance of 50 meters from one of the survey points, its water level shall be determined by Supplier and recorded in the measurement report.
- 12.7 Cone penetration and drilling results shall be delivered on paper in three copies, and also electronically in GEF format. The results shall be given in relation to NAP.
- 12.8 Mechanical cone penetration tests shall be carried out in accordance with NEN 3680. Electrical cone penetration tests shall be carried out in accordance with NEN 5140.
- 12.9 If the upper layers are pre-drilled at the survey points, the soil removed shall be classified and described in the field and stated in the report. The depth of the pre-drilling will be shown on the cone penetration graph.
- 12.10 The design of the monitoring wells to determine the rise in the level of the groundwater shall be in accordance with NEN 5120. Monitoring wells for taking groundwater samples for carrying out chemical analyses shall comply with the VKB protocol 2001 and 2002.
- 12.11 Drillings shall be carried out in accordance with NEN 5119 or the design standard NPR 5741, depending on the purpose of the drilling.
- 12.12 The description of the soil layers shall comply with NEN 5104.
- 12.13 After the Netherlands Standardization Institute (NEN) has laid down new definitive standards, all the NEN standards referred to will be replaced by the relevant European standards in accordance with NEN-EN-ISO 22475 and 22476.
- 12.14 Supplier is liable for and will pay the costs of repairing the sealing function of penetrated soil layers in respect of permeability.
- 12.15 Deltares is not liable for damage to goods of Supplier that has arisen during the performance of the commission on a site designated by Deltares, due to causes such as:
- a. obstacles in the subsoil such as stones, wood, rubble, waste etc.;
 - b. obstacles on or above the soil;
 - c. the nature of the subsoil.
- ## 13 Business Integrity
- 13.1 The Supplier declares that it has received from Deltares a copy of the "Anti-corruption Code of Stichting Deltares", and that Supplier has familiarized itself with the contents of the "Anti-corruption Code of Stichting Deltares".
- 13.2 Supplier guarantees that it shall:
- a. comply with any and all applicable laws, regulations, all relevant codes and guidance relating to anti-bribery and anti-corruption, including the "Anti-corruption Code of Stichting Deltares" ("Requirements"); and
 - b. have and shall maintain in place throughout the term of the Commission, and enforce where appropriate, its own relevant policies and procedures to comply with the Requirements; and
 - c. promptly report in writing to Deltares, any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Commission.
- 13.3 The Supplier shall ensure that any person and/or enterprise, associated with the Supplier and performing services in connection with the Commission, does so only on the basis of a written contract with Supplier, which

contract imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Article 13, and the Supplier shall ensure the compliance by such persons with such terms.

- 13.4 In the event of a breach or suspected breach of this Article 13 by the Supplier, Deltares may, at its absolute discretion and at any time, either:
- a. terminate the Commission immediately by written notice; or
 - b. withhold payment and/or suspend the Commission for such time period as required by Deltares;
- without any liability on the part of Deltares.
- 13.5 The Supplier shall be liable for and shall fully indemnify and hold harmless Deltares against any and all losses, liabilities, damages, judgments, penalties, fines, costs, charges, and expenses (including legal expenses) incurred by reason of any breach of this Article 13 by the Supplier or any employees, agents, or sub-contractors of or associated with the Supplier.



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Deltares is registered with the trade register of the Chamber of Commerce Haaglanden with no. 41146461 as Foundation 'Stichting Deltares'