

NOVA COLLEGE – GENERAL TERMS AND
CONDITIONS OF PURCHASE

Adopted by the Executive Board on 5 April 2012.

Article 1: Definitions

For the purposes of these General Terms and Conditions of Purchase, the following definitions apply:

NOVA: the Foundation for Education and Professional Education (*Stichting voor Educatie en Beroepsopleiding*) in Haarlem, the legal entity that maintains NOVA College

Contractor: a natural person who or legal entity that supplies or arranges the supply of goods and/or services to NOVA, performs or arranges the performance of an order for NOVA, or the person with whom or the entity with which NOVA is considering entering into an agreement on this matter

T&Cs: these General Terms and Conditions of NOVA

Agreement: any agreement concluded between NOVA and the Contractor, any change or addition thereto, as well as any legal acts produced in preparation and/or in implementation of that agreement.

Parties: NOVA and the Contractor.

Article 2: General

- 2.1. Except where other terms and conditions or agreements of NOVA apply in view of the nature of the performance agreed or to be agreed, these T&Cs apply to all requests for quotation, calls for tender, orders, and assignments issued by NOVA and to all quotations submitted by the Contractor to NOVA, as well as to the Agreements concluded between the Parties.
- 2.2. The applicability of the Contractor's terms and conditions is expressly rejected by NOVA.

Article 3: Quotation, price, orders, and assignments

- 3.1. Quotations issued by the Contractor to NOVA are deemed to be binding for at least two months after the date of issue, unless the Parties have agreed otherwise in writing. Quotations are deemed to be an irrevocable offer by the Contractor.
 - 3.2. The costs associated with the quotation and those for any samples required are borne by the Contractor and cannot be recovered from NOVA under any circumstances.
 - 3.3. Any documentation and samples received together with the quotation do not need to be returned and/or paid by NOVA, unless expressly agreed otherwise.
 - 3.4. The prices specified in the quotation must be fixed and expressed in euros and are deemed to cover all costs necessary to deliver the goods and/or services to the place designated by NOVA. These costs include, for example, charges, taxes, excise duties, and levies on production, transport, insurance, imports, and/or exports. The prices specified in the quotation must be inclusive of VAT, unless expressly stated otherwise.
 - 3.5. All requests for quotations sent from NOVA to the Contractor for the supply of goods and/or services are without obligation, unless explicitly stated otherwise in the request for quotation. By way of derogation from the preceding sentence, if and to the extent that the Contractor accepts a binding offer from NOVA with deviations of minor significance and/or other more significant deviations, such deviations do not form part of the Agreement, and the Agreement is concluded in accordance with the order or assignment issued by NOVA
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Article 4: Delivery

- 4.1. The delivery period agreed between NOVA and the Contractor or the time of delivery is considered to be a hard deadline. The Contractor enters into default as soon as it exceeds the delivery period agreed with NOVA or the agreed time of delivery.
 - 4.2. The delivery period begins on the date on which NOVA accepts the quotation from the Contractor or, in the absence of a prior quotation, the date on which the Contractor accepts the order or assignment issued by NOVA.
 - 4.3. Goods are deemed to have been delivered at the time when these goods have been received in their entirety by the Contractor at the place designated by NOVA and NOVA has free access to them. Services are deemed to have been rendered at the time when the service has been completed, in NOVA's opinion.
 - 4.4. If the Contractor reasonably foresees that it will not be able to fulfil its obligations towards NOVA in full and on time, it is obliged to inform NOVA of this verbally, stating the reasons, and subsequently in writing to NOVA. This does not discharge the Contractor from its performance obligations, in particular the obligations concerning the deadline.
 - 4.5. The Contractor provides NOVA with all information, documentation, explanations, etc. that NOVA reasonably needs to make optimal use of the goods and/or services, in written or electronic form.
 - 4.6. The Contractor must deliver the goods in suitable packaging and ensure that the goods are delivered undamaged.
 - 4.7. Delivery will be made at the agreed time and at the agreed location, as designated by NOVA, and all costs relating to transport, insurance, customs and other rights of delivery at the relevant location are borne by the Contractor.
 - 4.8. The employees engaged by the Contractor in the performance of the Agreement must meet the general requirements of professional competence and expertise, as well as any special requirements laid down by NOVA.
 - 4.9. The Contractor undertakes towards NOVA that the goods and/or services delivered comply with what has been agreed, as well as with legal and regulatory requirements.
 - 4.10. The Contractor warrants that it possesses the permits required for the performance of the work commissioned by NOVA. Upon request, the Contractor must immediately submit such permits or a copy thereof to NOVA, along with any permit conditions attached thereto.
 - 4.11. The Contractor indemnifies NOVA against any fines and/or damages imposed by the government resulting from the Contractor's failure to comply with the law and regulations properly.
 - 4.12. The Contractor must immediately comply with all reasonable instructions issued by NOVA relevant to the performance of the Agreement.
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Article 5: Acceptance

- 5.1. NOVA informs Contractor in writing of whether the goods and/or services have been accepted within 30 days of delivery. In the event that NOVA has not notified the Contractor of acceptance in writing within 30 days, NOVA is deemed to have accepted the goods and/or services.
- 5.2. In the event that NOVA rejects the goods and/or services supplied or if it subsequently appears, in NOVA's provisional opinion, that the goods and/or services do not comply with the Agreement, NOVA may, without prejudice to its other rights, require the Contractor to remedy the proven deficiencies on behalf of the Contractor within a reasonable period. In such case, NOVA is entitled to return the goods and/or services provided, including goods and/or services tested or samples thereof, to the Contractor. The costs and the risk for this are borne by the Contractor. If it is not reasonably possible to return the goods and/or services, NOVA may store the goods and/or services at the Contractor's risk and expense.

Article 6: Risk

- 6.1. The goods delivered and to be delivered are and remain at the Contractor's risk until the moment they are received on behalf of NOVA by an authorized person. The Contractor ensures that the person receiving the goods is authorized to do so.
- 6.2. Without prejudice to the provisions of the preceding paragraph, the risk for the goods provided by NOVA to the Contractor remains with the Contractor.
- 6.3. The delivery is made entirely at the Contractor's risk even if the Contractor uses NOVA employees at the time of delivery.
- 6.4. In view of the provisions of the preceding paragraphs, the Contractor is obliged to insure the goods properly and to take other measures to prevent or reduce the risk of destruction, damage, or loss of the goods.

Article 7: Ownership, IP, and other rights

- 7.1. NOVA acquires ownership of the goods delivered and/or to be delivered at the time of delivery to NOVA or storage on NOVA's behalf.
- 7.2. All IP and/or industrial rights in respect of the goods that the Contractor designs and/or produces for NOVA, as well as in respect of the results and products of the services rendered by the Contractor in the performance of the Agreement, become vested in NOVA; if these are not automatically assigned to NOVA under the contractual relationship, the Contractor transfers them to NOVA free of charge.

Article 8: Payment

- 8.1. NOVA must pay the Contractor's invoice within 30 days of receipt. If the invoice has been received before the goods and/or services have been delivered in their entirety, NOVA will pay the invoice within 30 days of acceptance of the goods and/or services.
 - 8.2. The Contractor's invoice must be sent within 30 days of delivery, to the person and address specified by NOVA, mentioning the contract or order confirmation reference indicated by NOVA. In addition, the invoice must indicate the NOVA order number and the goods and/or services concerned.
 - 8.3. Invoices that do not meet the requirements specified in 8.2 will not be processed and will be returned. NOVA is therefore not obliged to pay such invoices, even after the agreed payment period has been exceeded. NOVA does not enter into default by exceeding the agreed payment period in respect of such invoices.
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- 8.4. NOVA reserves the right to no longer accept invoices by regular mail, prior to or during the contract term, but to require invoices to be sent electronically in a format determined by NOVA.
- 8.5. Payment does not constitute acceptance as referred to in article 5 of these T&Cs and does not affect NOVA's right to demand compliance with the Agreement.
- 8.6. In the event that NOVA fails to fulfil its payment obligations in full and in time, it is not obliged to pay any more than the statutory interest on the amount due, calculated after the Contractor has issued a notice of default to NOVA and given it a reasonable period of at least two weeks to comply with its payment obligations. Under no circumstances is NOVA obliged to reimburse the Contractor for any costs that the latter has incurred or will incur to determine and/or recover its claim.

Article 9: Warranty

- 9.1. The Contractor ensures that the goods and/or services: i) are delivered as agreed, ii) are of good quality, iii) are new (unless otherwise agreed), iv) are free from defects, v) are fit for the purpose for which they are intended, vi) are made of suitable materials, and vii) comply with all relevant Dutch and European laws and regulations, all relevant legal provisions, and the requirements and specifications laid down in the safety and quality standards commonly used in the sector, as well as the environmental standards in force.
 - 9.2. The Contractor guarantees that the delivered goods are free from defects in terms of workmanship, construction, design, and materials for a period which can reasonably be expected given the nature, price, and quality agreed, i.e. at least one year, unless otherwise provided in the Agreement, after delivery in accordance with article 5. With respect to the services provided, the Contractor provides a guarantee for at least one year from the date of acceptance thereof.
 - 9.3. The warranty period referred to in article 9.2 is extended by any period during which the goods cannot be used as intended because of a defect or unsuitability attributable to the Contractor. If the goods or parts thereof are repaired or replaced, the full warranty period is restored in relation to the goods or the parts thereof.
 - 9.4. The Contractor further warrants that the goods and/or services supplied by it do not infringe any rights of third parties in any way, including intellectual property rights such as copyright, patent rights, and trademark rights. The Contractor therefore indemnifies NOVA against claims by third parties in this respect.
 - 9.5. The warranty is without prejudice to the claims that NOVA has made under the law in the event that the goods and/or services supplied do not comply with the Agreement and/or these T&Cs.
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Article 10: Liability

- 10.1. The Contractor is responsible for any damage, except in the case of force majeure, that NOVA suffers as a result of a defect or shortcoming in the delivery, a defect in the tools or materials used in the performance of the Agreement, or as a result of an act or omission by the Contractor or its auxiliary persons in connection with the delivery. The Contractor indemnifies NOVA in full against claims by third parties for damage as a result of the circumstances above.
- 10.2. In any event, force majeure as referred to in the preceding paragraph does not include: shortage of staff, strikes, staff illness, late delivery and/or unsuitability of materials from its suppliers, shortcomings or unlawful acts by its suppliers or other third parties, and/or solvency and/or liquidity problems on the part of Contractor.
- 10.3. In the event of force majeure, the Contractor must inform NOVA accordingly. In the event of force majeure, NOVA is entitled to dissolve the Agreement in whole or in part by means of written notification and without any judicial intervention being required, without NOVA being required to pay compensation.
- 10.4. Paragraphs 1 and 2 of this article also apply to third parties that suffer damage, including the NOVA staff and course participants and/or other attendees. The Contractor indemnifies NOVA against any claims that such third parties make against NOVA.
- 10.5. If it appears that the Contractor has not made one or more deliveries in accordance with the agreed terms and conditions, the Contractor is liable towards NOVA for a fine of ten percent (10%) of the order, subject to a minimum of one thousand euros (€1,000), without prejudice to NOVA's right to demand full compensation. 10.6 NOVA is not liable towards the Contractor for any damage, for whatever reason, except in the case of intent or gross negligence. Under no circumstances is NOVA liable for consequential damage.

Article 11: Insurance

- 11.1. The Contractor is obliged to take out and maintain an insurance policy that adequately covers the risks in respect of its liability in the broadest sense (including, but not limited to, professional liability, product liability, and statutory liability) towards NOVA and towards third parties, at its own expense.
- 11.2. The Contractor also insures all goods that it receives from NOVA under the Agreement for any damage, destruction, loss, and/or theft, including damage resulting from improper handling, and/or improper storage, during the time that the Contractor has the goods in its custody.
- 11.3. At NOVA's first request, the Contractor undertakes to provide documentary evidence of its insurance cover, also showing that the insurance premium has been paid on time.

Article 12 Confidentiality

- 12.1. All information in whatever form that the Contractor acquires or obtains from NOVA, in connection with the potential or actual conclusion of an Agreement or during the term of the Agreement, that can reasonably be expected to be considered confidential ('Confidential Information') is subject to confidentiality by the Contractor.
 - 12.2. The Contractor is not permitted to use, copy, store, and/or provide to third parties such Confidential Information in any way, unless it has obtained the prior written consent of NOVA.
 - 12.3. In addition, the Contractor undertakes to ensure that only its employees involved in the potential or actual
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performance of the Agreement have access to the Confidential Information and is obliged to impose the duty of confidentiality on such employees as provided for in this article. Employees who are not involved in the performance of the Agreement are considered third parties within the meaning of paragraph 2 of this article.

- 12.4. If the Contractor and/or one of its employees breaches the provisions of this article, it forfeits a fine of €2,500.00 (two thousand, five hundred euros) per breach and €500 (five hundred euros) for each day or part thereof that the breach continues, without prejudice to NOVA's right to full compensation for the damage that has been and will be suffered as a result of such a breach.
- 12.5. This entire article applies even after termination of the Agreement, regardless of the grounds of termination.

Article 13: Suspension, lien, and set-off

- 13.1. The Contractor is not entitled to suspend its obligations under the Agreement and/or these T&Cs and/or to exercise any lien on items owned by NOVA accessories and/or to which NOVA is entitled in any way. The Contractor is not entitled to set-off.

Article 14: Continuing performance agreement

- 14.1. NOVA may terminate a continuing performance agreement concluded with the Contractor in writing at any time without giving any reason, subject to a notice period of three months, unless the Parties have explicitly agreed otherwise.
- 14.2. Price adjustments may only be made if they have been made known to NOVA in good time and have been expressly agreed by NOVA by way of written confirmation thereof by NOVA to the Contractor.

Article 15: Dissolution

- 15.1. NOVA is entitled to dissolve the Agreement in whole or in part at any time with immediate effect by means of written notification to the Contractor, without any obligation to pay damages and without prejudice to its other rights and without any judicial intervention being required, if the Contractor:
 - A. is declared bankrupt or files for bankruptcy, becomes subject to attachment, applies for suspension of payment, or otherwise loses free disposal of its assets;
 - B. does not fulfil any obligation incumbent upon it under the Agreement and/or these T&Cs in full and on time;
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C. winds up its company or a substantial part thereof, including liquidation or a merger with/acquisition by another existing company.

- 15.2. The Agreement is only dissolved in part, provided that the applicability of these T&Cs is not affected and the dissolution does not relate to the rights that NOVA has stipulated in the Agreement and/or these T&Cs, unless it explicitly specifies otherwise in the notification referred to in the previous paragraph.

Article 16: Environmentally hazardous substances

- 16.1. Prior to the conclusion of the Agreement, the Contractor informs NOVA in writing if the goods offered and to be delivered contain environmentally hazardous substances that could be released during normal use, as well as in the event of malfunctions, repairs, maintenance or accidents, removal, storage, dumping, moving, disposal, or destruction at the end of the life of the goods in question.
- 16.2. If this is the case, the Contractor must add a clear instruction at the time of delivery with preventative measures to ensure such substances are not released. In addition, the Contractor must mention the measures to be taken to protect NOVA staff, employees, course participants, and other attendees in the event that such substances are released.

Article 17: Corporate social responsibility

- 17.1 NOVA seeks to establish itself as a role model in the field of corporate social responsibility. This includes not only environmental aspects but also aspects relating to sustainability, working conditions, and the like, such as tackling child labour.

Article 18: Environmental protection

- 18.1. The Contractor is aware that NOVA seeks to reduce the environmental impact of its operations.
- 18.2. The Contractor declares that it will endeavour to minimize the environmental impact caused by the goods and/or services that it delivers, including by using materials and products that are less harmful to the environment.
- 18.3. At NOVA's request, the Contractor must immediately provide all relevant information concerning the environmental impact of the goods and services that it supplies.
- 18.4. Prior to the first delivery, the Contractor notifies NOVA in writing if it uses any materials or products known to be hazardous to humans or the environment, either by themselves or in combination with other materials or products, or if the goods to be delivered by the Contractor are used in any way made known by NOVA that will result in producing waste to which statutory measures apply.
- 18.5. In such cases, NOVA is entitled to cancel the orders placed.
- 18.6. At NOVA's request, the Contractor must dispose of the packing materials, replaced parts, and/or all other waste or dirt generated by and in connection with the relevant order, at no extra charge to NOVA.
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Article 19: Final provisions

- 19.1. The Agreement and these T&Cs are governed by Dutch law.
 - 19.2. Any disputes under the Agreement are subject exclusively to the judgement of the competent court in the district of Haarlem, unless NOVA submits the dispute to the competent court in the state or place of establishment of the Contractor.
 - 19.3. NOVA reserves the right to change or supplement these T&Cs. Any amendments and/or additions hereto will be made known in writing to Contractor and enter into force at a time to be determined by NOVA. If the Contractor becomes disadvantaged as a result of the change, it may terminate the Agreement within fourteen days of notification of the amendment and/or addition, with effect from the date on which the new conditions would enter into force, unless NOVA indicates within ten days of such a notification that the change will not apply to the Contractor and that the original conditions will continue to apply.
 - 19.4. If one or more of the provisions of the Agreement and/or these T&Cs are found to be ineffective, void, and/or unenforceable, or are declared as such, the remaining provisions remain in full force and effect.
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