

Further Agreement for the purchase and delivery of traction power components for tram and metro rectifier stations between GVB Infra BV and **Name Contractor**

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Further Agreement for the purchase and transfer of traction power components for tram and metro rectifier stations

The undersigned:

1. The private company with limited liability, GVB Infra B.V., with its registered office in Amsterdam and its principal place of business at Arlandaweg 106 in Amsterdam, duly represented by Ms C.J.G. Zuiderwijk and Mr M.C.J.M. Lohmeijer, both acting in their capacity of director of GVB Holding N.V., being the director under the articles of association of GVB Exploitatie B.V., hereinafter: **"the Client"**;

and

2. [full name en legal form contracting party],
With its registered office/place of business at,
represented for these purposes by:
..... (and) [name signatory]
hereinafter referred to as: **"The Supplier"**,

WHEREAS:

1. The Client concluded a framework agreement with the Supplier on [...] for the purchase and delivery of Traction power components for tram and metro rectifier stations with reference 2021-36 (hereinafter referred to as: "the Framework Agreement") that applies to all contracts for the purchase and delivery granted by the Client during the term of the Framework Agreement;
2. The Client requested the Supplier on [...] by [letter/e-mail with reference] to submit a design and Offer with respect to the purchase and delivery of the Traction power components set out therein. This Request for an Offer forms an integral part of this Further Agreement as Schedule 1;
3. On [...date...], the Supplier submitted an Implementation Design and an Offer with reference [...] to the Client;
4. On [...date...], the Client approved the Supplier's Implementation Design and Offer with reference [...].
5. The Client awarded the contract to the Supplier as set out in the Request for an Offer;
6. The specific conditions with respect to the performance of the purchase and delivery by the Supplier specified in the Request for an Offer have been laid down in this Further Agreement.

HAVE AGREED:

Several terms with an initial capital letter are used in this Agreement. These terms have the meaning allocated to them in article 1 of the Framework Agreement for the purchase and delivery of traction power components for tram and metro rectifier stations with reference 2021-36 and in article 1 of the GVB General Purchase Conditions filed with the Chamber of Commerce in Amsterdam on 26 July 2018 under number 34258788. Contrary or in addition thereto, the following terms are defined as follows in this Agreement:

Supplier: the Client's other party

Implementation Design: the Implementation Design approved by the Client with reference [.....] dated [...date...] and offer reference [.....] dated [...date...]

Offer: the offer submitted by the Supplier dated [...date...], reference [.....]

Request for an Offer: the Client's Request for an Offer dated [...date...], reference [.....]

Client: <GVB Infra B.V., Vervoersregio Amsterdam, the Municipality of Amsterdam
RvE Metro and Tram>

Framework Agreement: framework Agreement for the purchase and transfer of traction power components for tram and metro rectifier stations with reference 2021-36

Article 1 Applicable conditions

- 1.1 The provisions of the Framework Agreement with reference 2021-36 apply to this Further Agreement, unless this Further Agreement includes express deviations therefrom. Terms in this Further Agreement with an initial capital are assigned the meaning determined in the Framework Agreement. Reference in the GVB General Purchase Conditions, which were filed with the Chamber of Commerce in Amsterdam on 26 July 2018 under number 34258788, to the "Agreement" is replaced with "Further Agreement" for the purposes of this Further Agreement.
- 1.2 The conditions included in the Offer, including price indexation, discount, guarantees, do not apply if and insofar as these are less favourable for the Client than as included in the Framework Agreement.

Article 2 Object of the Further Agreement / further elaboration of the purchase and delivery

- 2.1 The Client hereby purchases the Traction power components referred to in Schedule 1 to this Agreement from the Supplier and the Supplier hereby sells the Traction power components to the Client, in accordance with the Offer (Schedule 6) issued on the basis of the Request for an Offer (Schedule 1), unless this Agreement provides otherwise.
- 2.2 The following documents jointly form the Further Agreement. If there are any inconsistencies between these documents, the former document will prevail of the latter:
 1. this document;

2. the Framework Agreement including the related schedules dated [...date...];
3. the Request for an Offer including the related schedules;
4. the other Schedules;
5. The GVB General Purchase Conditions, which were filed with the Chamber of Commerce in Amsterdam on 26 July 2018 under number 34258788;
6. the Implementation Design drawn up by the Supplier and approved by the Client [...date...], with reference [...reference...] including the related schedules.
7. the Offer submitted by the Supplier to the Client dated [...date...] with reference [...reference...] including the related schedules.
8. Time Schedule and Detailed Planning of [...date...], with reference [...reference...].

Article 3 Term of the Further Agreement

- 3.1 This Further Agreement enters into effect on [...date...] and remains in effect until the Delivery of the Product has been completed as set out in article 23 of the Framework Agreement and until the guarantee period set out in article 34.4 of the Framework Agreement.

Article 4 Guarantee

- 4.1 The Supplier's guarantee obligation concerning the Traction power components set out in article 34 of the Framework Agreement enters into effect on the date of transfer of ownership as set out in article 36 of the Framework Agreement.

Article 5 Time schedule and detailed planning

- 5.1 The Traction power components are delivered, the FAT and SAT test are performed in accordance with the time schedule and the detailed planning included as part of the Supplier's Offer (schedules 5 and 6).
- 5.2 In the event the Supplier is of the opinion that the detailed planning referred to in paragraph 1 of this article cannot be met, or if it is likely that one or more of the "milestones" referred to in Article 31 of the Framework Agreement cannot be met, the Supplier will inform the Client thereof immediately in writing, stating the reasons for the delay and while stating the expected moment at which the obligation(s) concerned can be complied with.
- 5.3 In the event the Traction power components are not delivered or delivered late at the location designated by the Client, the Supplier will owe the Client a penalty as set out in article 32.3 of the Framework Agreement.

Article 6 Financial provisions

- 6.1 The following applies in addition to the financial provisions referred to in the Framework Agreement:
The prices agreed for the Traction power components are (Instruction: possibly a price schedule):
- Traction power components € [...] excluding VAT

- Costs FAT € [...] (excluding VAT)
- Costs SAT € [...] excluding VAT
- Commissioning costs € [...] excluding VAT
- Costs employee training € [...] excluding VAT
- **Total costs € [...] excluding VAT**

The [price/prices] [concerns/concern] all Traction power components to be delivered within the context of this Further Agreement as well as any related materials and documentation, such as instruction manuals, drawings and suchlike.

6.2 Payment takes place as follows:

An amount of €..... (inclusive of VAT) following receipt and acceptance of the Traction power components and as soon as the Supplier has submitted the credit institution guarantee referred to in article 39 of the Framework Agreement.

This credit institution guarantee will provide security for an amount of € ... [5% of the value of the present contract] and is issued for a period of 24 months.

6.3 **<OPTIONAL>** In derogation from the provisions of article 12.3 of the GVB General Purchase Conditions, which were filed with the Chamber of Commerce in Amsterdam on 26 July 2018 under number 34258788, the costs of assembly or installation activities relating to the Products are not included in the price agreed. The costs of assembly or installation activities amount to: € [...] (excluding VAT).

6.4 The Supplier sends the invoice/invoices to the Client digitally. The Contractor sends the invoice/invoices while indicating:

- GVB Infra B.V.
Attn.: Accounts payable department
PO Box 2131
1000 CC AMSTERDAM
- abovementioned contract number
- the purchase order number concerned

Invoices are sent digitally to: crediteuren@gvb.nl

Article 7 Contact persons / Project leaders

7.1 The contact person for the Client is
The contact person for the Supplier is

7.2 **<OPTIONAL>** In derogation from the provisions of article 8.2 of the GVB General Purchase Conditions for goods and services as filed with the Chamber of Commerce in Amsterdam on 26 July 2018 under number 34258788, the contact persons do not bind their Party.

Article 8 Delivery address

8.1 The Traction power components to be delivered are delivered in principle at the at the address
[...address...] in [...place...], for the attention of [...name...]

Article 9 Corona clause performance conditions

9.1 The parties are aware of the coronavirus and comply with the protocol "Working safely together" during the preparation and execution of the work at GVB's location (see appendix 8).

9.2 The Supplier is responsible for:

- That his employees always comply with the protocol;
- Designating a corona responsible person at the work location in case of deployment of several employees;
- Ensure adequate instruction to own personnel and personnel of subcontractors about the corona protocol to be followed;
- Hanging up the rules and instructions in the canteen or meeting room (see appendix 8);
- Making sufficient and appropriate PPE available;
- Making sufficient disinfectants available.

9.3 GVB's managers and/or supervisors monitor, on a random or permanent basis, compliance with the protocol during the performance of work by the Supplier. In the event of non-compliance with the protocol, GVB will stop the Work until adequate measures have been taken to be able to comply with the protocol again. In the event of repeated violations, GVB may decide to no longer allow employees of the Supplier or subcontractors to the construction site and/or workplace, or to stop the work permanently. Any delay and damage resulting from deliberate non-compliance with the protocol will be borne by the Supplier.

Article 10 Corona clause delay and additional work

10.1 The parties are aware of the coronavirus and the uncertainty that this entails for the fulfillment of the parties' obligations under this agreement. The parties mutually declare that the consequences of the coronavirus constitute a circumstance that cannot be attributed to the Supplier and GVB. The Supplier does have a best-efforts obligation to limit or prevent any additional costs and/or delays in the work as much as possible.

10.2 Insofar as the Supplier has to incur additional costs or extend terms for those consequences, the Supplier must demonstrate that these additional costs or term extensions are demonstrably the result of the coronavirus.

10.3 If cost-increasing circumstances arise that can be related to the coronavirus, the Supplier will notify GVB of this in writing as soon as possible. With the notification, the Supplier must submit a written substantiation of the additional costs by means of an open calculation.

10.4 Ordering of any additional and/or less work for cost-increasing circumstances caused by corona is only established after written order has been issued by GVB and takes place on the basis of the written substantiation of the additional costs of the Supplier. GVB will not unreasonably refuse to award an order for additional work.

10.5 If delaying circumstances arise that can be related to the coronavirus, the Supplier will notify GVB of this in writing as soon as possible. With the notification, the Supplier must submit written substantiation by means of a new time schedule. A justification for the expected delay and an overview of the differences between the new and the original timetable must also be submitted.

10.6 Term extension only after written instruction by GVB via an adjusted and approved time schedule. GVB will not refuse commissioning on unreasonable grounds.

Article 11 Other Conditions

11.1 **<OPTIONAL>** In derogation from the provisions of article [...] of the Framework Agreement for the purchase and delivery of traction power components for tram and metro rectifier stations with reference 2021-36, the following applies with respect to:

11.2 **<OPTIONAL>** In derogation from the provisions of article ... of the GVB General Purchase Conditions, which were filed with the Chamber of Commerce in Amsterdam on 26 July 2018 under number 34258788, the following applies with respect to:

Article 12 Final provisions

12.1 Deviations from this Further Agreement are only binding if they have been agreed expressly in writing between the Parties.

12.2 Any previous oral and written agreements between the Parties regarding orders for the Delivery of Traction power components in accordance with this Further Agreement lapse as a result of the signing of this Further Agreement.

Agreed on the later of the two dates mentioned below and signed in duplicate,

Amsterdam, [date]

[Place], [date]

Client

On whose behalf,

Supplier

On whose behalf,

C.J.G. Zuiderwijk
general manager GVB Infra B.V.

Name
Position

and

Client

On whose behalf,

M.C.J.M. Lohmeijer
operational director GVB Infra B.V.

Schedule(s)

- this document;
- Schedule 1 the Framework Agreement dated [...date...] including the related schedules;
- Schedule 2 GVB's Request for an Offer of [...date...] with reference [...reference...] including the related schedules;
- Schedule 3 the other Schedules;
- Schedule 4 The GVB General Purchase Conditions for movable property and services, which were filed with the Chamber of Commerce in Amsterdam on 26 July 2018 under number 34258788
- Schedule 5 the Implementation Design drawn up by the Supplier and approved by the Client [...date...], with reference [...reference...] including the related schedules.
- Schedule 6 the Offer submitted by the Supplier to GVB dated [...date...] with reference [...reference...] including the related schedules.
- Schedule 7 Time Schedule and Detailed Planning of [...date...], with reference [...reference...].
- Schedule 8 Appendices corona clause