

PURCHASE AND SUPPLY AGREEMENT

PARTIES

- I. **the Netherlands Organisation for applied scientific research TNO**, a legal entity by public law pursuant to the law of 19 December 1985, with its principal place of business at Anna van Buerenplein 1, 2595 DA, The Hague, the Netherlands and registered with the Dutch Chamber of Commerce under number 27376655, hereinafter referred to as TNO;
- II. **[name]**, with its principle place of business at **[address]** **[postal code]** **[place]**, and registered with the Chamber of Commerce under number **[number]**, hereinafter to be referred to as "Supplier",

hereinafter jointly referred to as "Parties"

WHEREAS:

- A. TNO issued a(n) (European) tender under the name Scanning Electron Microscope with reference 2022 FPL-INK 103 for Research Group Thin Film Electronics (TFE) Holst Centre;
- B. TNO has given the Supplier sufficient information and the opportunity to submit an Offer on the basis of the tender documents made available during the (European) tender procedure;
- C. Supplier issued an Offer based on the tender procedure latest April 19, 2023, 1.30 (PM);
- D. TNO has awarded the contract to the Supplier on the basis of the tender and wishes to enter into the following Agreement with the Supplier for this purpose.

HAVE AGREED AS FOLLOWS:

1 Definitions

- 1.1 In this Agreement, certain terms are used with an initial capital letter. These terms shall have the meaning given to them in clause 1 of the PC Goods 2022.

2 Object of the Agreement

- 2.1 TNO hereby purchases the Goods from the Supplier, likewise the Supplier hereby sells the Goods to TNO, in accordance with the Offer issued by the Supplier based on the Tender Documents unless otherwise provided in this Agreement.
- 2.2 The following documents together constitute the Agreement. To the extent that these documents contradict each other, the earlier document shall prevail over the later document:

1. this Agreement;
2. Memoranda of information dated;
3. the PC Goods 2022;
4. Tender Documents with reference 2022 FPL/INK 103 (including the accompanying documents or appendices);
6. the Offer submitted to TNO by the Supplier.

3 Duration of the Agreement

- 3.1 This Agreement shall take effect as of the date of signature of this Agreement by both Parties and shall terminate upon completion of the Delivery of the Goods.

4 Delivery

- 4.1 Contrary to the provisions of clause 8.2 of the PC Goods 2022, the Delivery of the Goods by the Supplier shall take place in accordance with Research Group Thin Film Electronics (TFE).
- 4.2 The Goods shall be delivered no later than [date] on the following delivery address: [address].

5 Price and other financial provisions

- 5.1 The agreed Prices for the Goods is included in the Suppliers Offer based on the Tender Procedure. The Price relates to all the Goods to be delivered under this Agreement and any accompanying materials and documentation, such as instructions for use and similar.
- 5.2 In addition to the penalty clause contained in clause 18.7 of the PC Goods 2022, the following penalty clause shall apply. If the Goods are not delivered within the agreed term, the Supplier shall owe TNO an immediately payable penalty of [insert] of the Price of the relevant Item for each day that this failure continues, up to a maximum of [insert].

6 Contact persons

- 6.1 The contact person for TNO is [insert]. The contact person for the Supplier is [insert].
- 6.2 The contact persons of the Parties shall inform each other of developments and changes that may reasonably be relevant to the performance of the Agreement. Contact persons are not authorized to amend the Agreement.

7 Miscellaneous

- 7.1 In so far as this Agreement does not deviate from the PC Goods 2022, this Agreement is exclusively governed by the PC Goods 2022. The applicability of the general and special terms and conditions of the Supplier (if any) is excluded.
- 7.2 Deviations from this Agreement shall only be binding to the extent expressly agreed in writing between the Parties.
- 7.3 Notwithstanding clause 23.1 of the PC Goods 2022, the liability referred to in that clause is limited to [insert].

THUS AGREED AND MADE UP IN TWOFOLD AND DIGITAL SIGNED,

SUPPLIER NAME: TITLE: DATE: PLACE:	TNO NAME: TITLE: DATE: PLACE:
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