

Purchase agreement

Delivery of Performance /
Equipment “FLI-BLI CT System”

between

Leids Universitair Medisch Centrum

and

[name Contractor]

Reference: L-EU-23-08

Date

The undersigned:

The legal entity governed by public law named Leiden University Hospital, acting under the name Leiden University Medical Center (LUMC), domiciled at Albinusdreef 2, Leiden, legally represented in this matter by Mw. drs. G.J.M. van den Maagdenberg, Member of the Board, hereinafter to be referred to as: the "Client".

and

[name of Contractor] domiciled in [location] at [address], registered in the Chamber of Commerce under number <<COC number>>, legally represented in this matter by [name, title] hereinafter to be referred to as: "Contractor".

jointly referred to as: "**Parties**"

WHEREAS:

- a. The Client put out an invitation for tenders with reference L-EU-23-08 for the purchase of a FLI-BLI CT System;
- b. The Client granted the assignment via a European Tender, with publication number <...>;
- c. The Contractor submitted a Tender on <date>;
- d. The Client informed the Contractor of its intention to grant the assignment to the Contractor;
- e. The Client now wishes to grant the relevant contract for the FLI-BLI CT System (hereafter: the Deliverables), in accordance with the tendering documents, which contract the Contractor wishes to accept;
- f. The Parties acknowledge the importance of correct and punctual delivery and further logistics agreements have been entered into for this;
- g. During the contract period, only product specialists from the Contractor will be deployed for service provision to the Client;
- h. In this Agreement, the Parties have laid down the arrangements concerning the conditions and provisions of the assignment granted by the Client to the Contractor for the supply of the Deliverables.

AND DECLARE TO HAVE AGREED UPON THE FOLLOWING:

1 Article 1: Definitions

In this Agreement, in addition to the definitions as specified in the LUMC General Purchasing Conditions, the following terms are defined:

- 1.1 *General Purchasing Terms and Conditions:* The LUMC's General Purchasing Terms and Conditions, version May 2021 (Appendix to the Descriptive Document);
- 1.2 *Appendices:* Annexes to the Agreement which constitute an integral part of this Agreement;
- 1.3 *Tender:* <Firm> offer dated <date> (appendix 4);
- 1.4 *Agreement:* This Agreement, including all appendices.
- 1.5 *Equipment:* A (mechanical and/or electronic) tool, possibly with associated software, options and accessories, whose functions, either separately or after implementation into a greater whole, can be verified based on the agreed-upon technical, functional and operational requirements included in Appendix A.
- 1.6 *Acceptance:* The LUMC's written statement of approval regarding the Equipment supplied by the Contractor for which it has been determined that it complies with the technical, functional and operational requirements/specifications and that its proper functioning has been demonstrated.
- 1.7 *Update(s):* Changes and/or adjustments to the Equipment, both software and hardware, that are focused on maintaining and improving technical functioning in accordance with the agreed-upon specifications.
- 1.8 *Upgrade(s):* Changes and/or adjustments to the Equipment, both software and hardware, that facilitate and/or expand the application possibilities.
- 1.9 *System guarantee:* The guarantee given by the Contractor that the functioning of the supplied (Sub)System and the related Software satisfies the agreed functional, technical and operational specifications and characteristics from the moment it is operationally delivered and throughout the entire lifespan that can be reasonably expected.

2 Article 2: Agreement

- 2.1 In the event of a definitive order, the Client will send the Contractor an Order which can serve as the basis for the invoicing and delivery. This Order will make reference to the Agreement.
- 2.2 The Contractor will perform the work described in the Agreement in accordance with the agreed implementation plan.
- 2.3 The Appendices are a part of this Agreement. To the extent that these Appendices and the Purchase Agreement contradict each other, the next ranking will apply, with the first-named document prevailing over the last-named document:
 - This Purchase Agreement
 - Appendix A: Tender Documents, The Assignment Description (including the Schedule of Requirements) with reference L-EU-23-08 (appendix 2)
 - Appendix B: LUMC General Purchasing Conditions, version May 2021
 - Appendix C: Logistical and administrative requirements
 - Appendix D: Contact persons/project organisation
 - Appendix E: (Reference to) Quotation/Contractor's Tender dated <date> (appendix 4).

- 2.4 The “General Purchasing Conditions of Leiden University Medical Center (LUMC), version May 2021” apply to this Agreement; Appendix B contains a reference to said Conditions. The general delivery conditions or other general or special conditions of the Contractor do not apply to this Agreement or to agreements stemming therefrom and are hereby explicitly rejected.
- 2.5 All communication and fulfilment of obligations related to this Agreement will take place exclusively with employees of the Purchasing Department.

3 Article 3: Subject of the Agreement, acceptance and transfer

- 3.1 The Contractor will transfer the FLI-BLI CT System in consultation with the Client’s contact person and deliver/send, install and put into operation said Service as stipulated by this Agreement. If applicable, the Contractor will render the required services for this.
- 3.2 The Contractor is responsible for the correct functioning of the Deliverables/Equipment, as described in the Schedule of Requirements. This responsibility also extends to the parts supplied or manufactured or work performed by third parties, whether or not on the Contractor’s instructions. The responsibility referred to in this paragraph does not extend to the arrangements made by the Client or third parties instructed by it that are required to allow the Contractor to install the equipment delivered.
- 3.3 The Deliverables/Equipment supplied is subject to an intake check, tests and checks as soon as the Deliverables/Equipment has been fully delivered by the Contractor. These tests will be carried out by the Client’s experts involved in this matter in cooperation with the Contractor and/or using Software.
- 3.4 Acceptance will take place after it has been determined, by means of testing and checks by the Client, that the delivered Service complies fully with the agreed-upon technical, functional and operational specifications and characteristics.
- 3.5 If there are deviations which result in non-conformity regarding the Equipment and/or functioning and/or functionalities thereof, the Client will notify the Contractor of this in writing, without prejudice to the other provisions concerning this elsewhere in this Agreement and/or the Appendices.

4 Article 4: Price, bank guarantees, invoicing and payment

- 4.1 The price for the Service to be rendered is € [insert], that is [xxx euros] excluding VAT.
- 4.2 The Contractor produces the Deliverables to be supplied by it in the context of this Agreement, subject to the conditions stated in the assignment granting and on the Order belonging with this Agreement.
- 4.3 Invoices must be submitted in XML (e-invoice) to the LUMC accounts payable department via Peppol, secure network. The LUMC complies with the European standard EN16931 for e-invoicing.

Every invoice must bear a reference provided by the LUMC (order number and, if applicable, contract number and cost centre).

- 4.4 The following billing address must be stated on all invoices:

Leiden University Medical Center
Attn. Accounts Payable Department (J1-29)
PO Box 9600
2300 RC Leiden

Invoicing takes place after the fact, i.e. after delivery. The Client observes a payment term of 30 days after receipt of the invoice.

- 4.5 The Client must clearly mark partial payments and partial invoices as partial invoices and must also indicate whether the (partial) invoice concerned is a final invoice.
- 4.6 All the amounts cited in this Agreement will be increased with the VAT owed by law and other government levies, as these apply on the particular invoice due date.

5 Article 5: Documentation and software

- 5.1 The Contractor will supply the following documents in a timely fashion, insofar as applicable in the specific case:
- a. The documentation in connection with arrangements;
 - b. Operating instructions, manuals and/or user instructions tailored to the users of the (Sub)System/Equipment, per location;
 - c. Service documentation including all the necessary technical documentation for preventative and corrective maintenance;
 - d. Service software for preventative and corrective maintenance.
- 5.2 The documentation mentioned in paragraph 1, in a. b. c. and d., must be available in the Dutch or English language; Dutch documentation is preferred. All dimensions, weights and other units must be expressed as SI units.
- 5.3 The wording and composition of the documentation must be such that it is accessible for the average user.

6 Article 6: Updates and Upgrades

- 6.1 The Contractor informs the Client about all available relevant Updates as long as the Equipment is in use at the Client. These Updates must be supplied and implemented free of charge by the Contractor after written approval from the Client.
- If these are security updates without which the Contractor cannot guarantee protection of the Equipment, the Client undertakes to have these implemented.

- 6.2 When implementing Updates, the documentation at the Client will be amended, modified or supplemented free of charge.
- 6.3 The Contractor will offer the Client all available Upgrades relating to the Equipment supplied. The Client has the right to decline an Upgrade.
- 6.4 If, on the basis of its findings, the Client decides not to put the adjustment, supplement or new versions into use, this will have no consequences for the further maintenance of the Equipment by the Contractor.
- 6.5 The Client has the right to purchase available Upgrades from the Contractor throughout the entire lifespan of the Equipment at a discount percentage of ... percent after the guarantee period has expired.

7 Article 7: Guarantee

- 7.1 The guarantee period is set at 36 months and is counted from the moment when the Deliverables/Equipment is accepted by the Client.
- 7.2 For parts and materials which by their nature have a shorter useful life or lifespan than the Equipment as a whole, the Contractor must list these separately in writing and add them to the contract stating the measures that the Contractor will take to keep the Equipment as a whole operational throughout the period of use.
- 7.3 The guarantee from the Contractor provided for in this article means that the items supplied have been manufactured using sound material and good craftsmanship and the assembly and installation work has been performed skilfully. If faulty materials, manufacturing defects or design defects arise within the guarantee period in the items or parts supplied, the Contractor will take care of repairing or replacing these items or re-installing parts, without charging any costs. If installation errors arise within the guarantee period, the Contractor will remedy these at its own expense.
- 7.4 The guarantee expires in part for the relevant Equipment if, without advance written permission from the Contractor, additions or alterations have been made to the Equipment or disruptions have been eliminated, whereby consumables and information-carrying materials have been used which do not satisfy the specifications given by the Contractor.
- 7.5 The Contractor guarantees that the functioning of the Deliverables/Equipment satisfies the agreed technical, functional and operational specifications and characteristics for an agreed period of time counted from the date of acceptance, provided that:
 - a. during the guarantee period mentioned in paragraph 1 of this article, the Contractor is given the opportunity to perform the work carried out under guarantee properly;
 - b. after the guarantee period has expired, a maintenance contract is in force with the Contractor or maintenance is carried out by a party other than the Contractor but in accordance with the specifications provided by the Contractor.

- 7.6 If it should emerge during the period referred to in article 7.5 that the System guarantee described in paragraph 7 is not satisfied or not fully satisfied, the Contractor will provide for adjustments at no cost to the Client. These adjustments will be performed in consultation between the Parties and in such a way that the possibilities of the (Sub)System/Equipment are not affected.
- 7.7 The Guarantee and System guarantee as referred to in paragraphs 1 and 7, respectively, of this article also cover parts supplied or manufactured or work performed by third parties on the instructions of the Contractor.

8 Article 8: Maintenance

- 8.1 The Contractor is required to maintain the Equipment after acceptance by the Client for a minimum of ten (10) years.
- 8.2 Throughout the guarantee period, the preventative and corrective maintenance will be performed by the Contractor.
- 8.3 Maintenance will be provided for in a separate Agreement for the maintenance (Wibaz 4.1).

9 Article 9: Training

- 9.1 The Contractor will provide prompt training for users, operating employees and/or physicists designated by the Client in the operation and simple day-to-day maintenance of the Equipment. The purpose of the operating training is to ensure that the Client can make optimal use of the Equipment.
- 9.2 The Contractor is able, if desired by the Client, to provide adequate training for the Client's technicians or physicists such that the Client is able to perform the first-line activities to be carried out.

10 Article 10: Continuity of supply of parts and equipment-related disposables

- 10.1 The Contractor declares it is willing and able, after Acceptance and transfer of the Equipment, to, at the Client's request, supply original parts (or functionally equivalent alternative parts), equipment-related disposables and consumables for the Equipment throughout the technical life of the Equipment and for at least 10 years.
- 10.2 In the event of impending stagnation in the supply of original parts for the Equipment supplied, the Contractor undertakes to notify the Client of this immediately so that the Client can take measures, without prejudice to the provisions in paragraph 1.
- 10.3 In the event of actual stagnation in the supply of original parts, equipment-related disposables and consumables for the Equipment supplied, the Contractor is responsible for all direct and

consequential damage, including any accelerated depreciation of the Equipment necessitated by this.

- 10.4 Upon the LUMC's request, the Contractor will provide a gross price list of parts and/or Equipment-related disposables of the Equipment.

11 Article 11: Dissolution

- 11.1 In addition to the reasons stipulated elsewhere in this Agreement, agreements arising from it and/or the General Purchasing Terms and Conditions, this Agreement can be dissolved in the interim, entirely or in part, without further notice of default and without court involvement, by means of a registered letter:
- a. by either of the Parties if the other Party remains in default of performance of its obligations under this Agreement, even after a written reminder giving it a reasonable time period in which to yet comply;
 - b. by either of the Parties if one party:
 - applies for or is granted a (provisional) moratorium on payments;
 - files for bankruptcy or is declared bankrupt;
 - liquidates or suspends its business;
 - is affected by (prejudgment) attachment of a substantial portion of its assets or of the (Sub)System/Equipment and its appurtenances, or must be regarded as no longer able to comply with its obligations under this Agreement.
 - c. by the Client if the government imposes measures that limit the Client's functioning in such a way that the Client cannot reasonably be expected to comply with the Agreement. All costs incurred by the Contractor up to that point will be reimbursed by the Client.
 - d. by the Client if, other than as the result of non-attributable failure by the Contractor and other than as a result of circumstances which are attributable to the Client, the latest dates for transfer and delivery as agreed have been exceeded to such an extent that the Client cannot reasonably be expected to maintain the agreement.
- 11.2 Dissolution of the Agreement on grounds of this article does not confer on the Contractor any right to damage compensation from the Client, with the exception of the provisions in article 11.1 under c.

12 Article 12: Applicable law

- 12.1 Exclusively Dutch law applies to this Agreement.
- 12.2 The competent jurisdiction will be 's-Gravenhage for all disputes between the Parties stemming from this Agreement (including those disputes that are only deemed as such by one of the Parties).

13 Article 13: Statement of no Russian involvement

- 13.1 The Contractor declares under honour that there is no Russian involvement in the contract of the company he/she represents exceeding the limits set in Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended by Council Regulation (EU) No 2022/578 of 8 April 2022.

The Contractor declares in particular that:

- a) the company he/she represents (and none of the companies which are members of its consortium) is not a Russian national, or a natural or legal person, entity or body established in Russia;
- b) the company he/she represents (and none of the companies which are members of its consortium) is not a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in point (a) of this paragraph;
- c) neither the Contractor nor the company he/she represents is a natural or legal person, entity or body act on behalf or at the direction of an entity referred to in point (a) or (b) above;
- d) there is no participation of over 10% of the contract value of subcontractors, suppliers or entities whose capacities the company he/she represents relies on by entities listed in points (a) to (c).

AS AGREED AND DIGITALLY SIGNED WITH VALIDSIGN:

<u>The LUMC</u>	<u>Contractor</u>
Name: Mw. drs. G.J.M. van den Maagdenberg	Name:
Title: Member of the Board	Title:
Signature: {{esl:signer1:Signature:size(150,40)}}	Signature: {{esl:signer2:Signature:size(150,40)}}

Appendices:

Appendix A	Tender Documents
Appendix B	LUMC General Purchasing Conditions
Appendix C	Logistical and administrative requirements
Appendix D	Contact persons
Appendix E	Contractor's quotations

Appendix A: Tender Documents and Specifications of other agreements

All the Tender Documents (Reference: L-EU-23-08) have been enclosed separately.

1 The Equipment to be supplied

- (quotation/tender)	€
-	
-	
Total amount for equipment, delivery, installations, commissioning	€

(All prices are excluding VAT)

LUMC order number is:

2 Locations

The Equipment to be supplied must be installed in the following area(s)/location:

3 Technical, functional and operational requirements/specifications

The Equipment must comply with the specifications as described in the Schedule of Requirements that is part of the request for quotation that have been confirmed by the Contractor and described in the quotation.

4 Other agreements

Delivery:

- The delivery time is [insert number of days/weeks/other];*

*Offered in the Schedule of Requirements documents.

If the delivery time is not met, LUMC is entitled to claim an immediately due and payable penalty of 5 percent of the order value for each additional month that the delivery time is not met, without judicial intervention being required.

- The installation date is scheduled for: [insert date]

price:

- The total amount owed for the supplied Equipment will be invoiced as follows:
40 % in the event of an order,
60 % after written acceptance of the Equipment.

maintenance:

- The LUMC has the right, after the warranty period, to conclude a maintenance contract with the Contractor under the terms and conditions as set forth in the enclosed (template) maintenance contract.

continuity:

- The LUMC has the right to acquire Equipment-related consumables and/or disposables for 10 year(s).

- LUMC has the right for 10 years to purchase Equipment-related parts from the Contractor.
Prices of the Equipment-related options and Equipment-related spare-parts are offered as options (part B) in the Price List Document.

Appendix B: LUMC General Purchasing Conditions

The LUMC General Purchasing Conditions have been enclosed separately.

Appendix C: Logistical and administrative requirements

B.	Delivery requirements: location, time and Incoterms
B.1	The Contractor declares that all goods will be delivered DDP (free domicile) in accordance with the applicable Incoterms.
B.2	The Contractor must deliver all LUMC orders/purchase orders to the following delivery address: LUMC Goederenontvangst Brugmansplein 3 2333 ZE Leiden
B.3	The Contractor must deliver on business days (Monday through Friday) between 7:00 AM and 2:00 PM.
B.4	The Contractor must have an LUMC employee provide a pro forma (electronic) signature (name in print) on the packing list(s) for the received goods. No rights can be derived from the (electronic) signature by the Contractor.
B.5	The LUMC will check the delivery at the item level within five (5) business days. The Contractor will be notified of any incorrect deliveries within five (5) business days.
B.6	In the event of an incomplete delivery (subsequent delivery and/or defect), the Contractor must be able to subsequently deliver the respective product(s) free of charge within one (1) day after being notified of the incomplete delivery by the LUMC. This respective extra delivery will take place with a mention of the original order number and will be provided with a separate bill of lading.
C.	Delivery requirements: loading, unloading and dimensions
C.1	In the event of the use of rolling transportation means, the Contractor must maintain a maximum height of 180 cm and a maximum width of 72 cm. Loading higher than the top side of a means of transportation is excluded. Means of transportation are designed so that they have two fixed and two castor wheels. Wheels feature smooth contact surfaces so that the roller container leaves no track marks on the floors when being transported within the LUMC.
C.2	The Contractor must ensure that the load per container is such that the quantities are manageable within the framework of the applicable occupational health and safety regulations. This also means that the load must be acceptable according to the NIOSH standard. The fact that the rolling containers will be stacked manually at the LUMC must be taken into account.
C.3	The Contractor must ensure that containers are stacked correctly (such as the largest quantity and heavy products at the bottom).
C.4	In the case of pallets, the Contractor must employ re-usable euro pallets.
C.5	When using rolling containers, the Contractor will supply roller containers that are in good working order and the Contractor will ensure proper maintenance of the roller containers that are used at the LUMC. If the Contractor uses a different type of means of transportation, the same maintenance requirement will apply to that means of transportation.
C.6	The Contractor must always use a vehicle with a loading/unloading flap.
C.7	The Contractor is responsible for loading or unloading the goods and placing them in their proper location as directed by the LUMC.
C.8	In the case of deliveries outside the scope of standard deviations (LxWxH), the Contractor must contact the LUMC in order to make specific arrangements.
C.9	The Contractor declares that deliveries for each order will be packaged in one packing unit using proper packaging material to the greatest extent possible. As a rule, one packing unit may not weigh more than 23 kilograms and must come in a manageable format.
C.10	The Contractor declares that he will use solely strictly necessary packaging. Use of plastics and other environmentally damaging material will be kept to an absolute minimum. The C will make a demonstrable effort to keep the strain of products and packaging materials on the environment to a minimum.
D.	Requirements regarding orders to be delivered
D.1	The Contractor must ensure that the delivered packing units correspond to the order unit.

D.2	Purchase orders consisting of multiple packing units will be marked as such and be delivered together, i.e. at least in the same delivery and on the same pallet(s) and with a serial number per packaging.
D.3	Packing units of different purchase orders may be combined on one load carrier if purchase orders consisting of multiple packing units are kept together. The purchase orders with the largest amount of packing units will be at the bottom, in order to minimise any unloading and sorting.
D.4	If an external transporter is used, it is not permitted to combine orders from various suppliers into one load carrier.
D.5	Deliveries must be packaged separately per LUMC purchase order. It is not permitted to combine multiple purchase orders into one outer packaging. For sterile articles, this requires a separate street packaging per purchase order.
D.6	Stock orders will be separated from non-stock orders i.e. these will at least be placed on a separate load carrier.
E.	Requirements regarding information provision at delivery
E.1	All deliveries must come with a packing slip per LUMC order. The following information must be mentioned on the packing slip: - LUMC purchase order number; - Supplier's item number; - Item description - Packaging unit + quantity of delivered packing units; - Quantity of outer packaging; - Phone number for reporting defects; - Delivery date; - Expiration date (only sterile items and food); - Batch number (only sterile items); - Serial number (only equipment). Packing slips must also be clearly legible and comprehensible. It must be clear what is in the associated outer packaging and (if applicable) whether an item is registered as a backorder for subsequent delivery.
E.2	The contents of a packing slip must correspond to the goods that are delivered at that moment. It is therefore not permitted to deliver an order with one (1) packing slip at multiple times, not even if these deliveries take place on the same day.
E.3	The packing slip must be fixated in a clearly visible position on the top of the outer packaging. With sealed pallets, the packing slip must be placed on the long side of the pallet in a ducolop. A copy of the same packing slip must also be provided within the outer packaging.
E.4	The Contractor must make sure that the codes and/or references on the packing slip are the same as the order number and order sequence provided by the LUMC.
E.5	Outer packaging must be provided with a clearly readable label stating the information below in a minimum font size of 72 points (Microsoft Word): - LUMC purchase order number; - The sequence number of the total quantity of outer packaging belonging to the LUMC order number (example 1 of 3).
E.6	For outer packaging stacked on the exterior of the pallet, the label must be visible from the outside. For outer packaging that is not visible from the exterior of the pallet, the label must be directed towards the closest outer side.
F.	Requirements regarding returns and containers
F.1	Return shipments will be picked up by the Contractor within two (2) business days.
F.2	Special packaging material (e.g. wooden boxes) will be immediately taken back by the Contractor, unless other explicit arrangements are made.
G.	Invoicing requirements
G.1	The Contractor will send an invoice (including any appendices) by email to crediteuren@lumc.nl , preferably as a PDF file, within seven (7) days after delivery.

G.2	The Contractor must have a digital ordering and invoicing system. This also applies to transaction management.
G.4	The Contractor will invoice per purchase order (i.e. no multiple orders per invoice are permitted), with the invoice stating at least the following information: • LUMC purchase order number; • Total amount per order line; • Total amount per purchase order; • Order line sequence; • Delivery date; • Debtor number; • External article number; • Net pricing; • VAT percentage. The order line sequence means the sequence of the items in the LUMC's order.
G.5	The Contractor must submit credit notes mentioning the original purchase order number of the LUMC. No totalising and/or offsets of orders and/or products will be done.
G.6	The Contractor must offset any discounts, bonuses and similar items directly on the invoice (the order number should also be mentioned, if applicable).

Appendix D: Contact persons

LUMC contact persons:

Name:	Contact person for	Title/department	Telephone
Mw. C.M. (Catherine) van Maanen, Contract manager	Contract Agreements	Purchasing Department	
Mw. dr. ir. L. (Louise) van der Weerd, Associate professor	Project Management/Division Contact Person User Acceptance		
	Payment(s)	Accounts Receivable Department	
	Technical acceptance procedure for Medical Equipment, Implementation	Medical Technology and Clinical Physics	
	Technical Acceptance Procedure for Fixed Installations	Facility Management and Furnishing	

Contractor's contact persons:

Name:	Title	Telephone

Appendix E: Contractor's quotation

See separately enclosed quotation with reference dated