

Appendix G Model agreement EA Scanning Probe Microscope

The undersigned:

1. Netherlands Organisation for Scientific Research, whose registered office is Laan van Nieuw Oost-Indië 300, 2593 CE, The Hague,
represented on this occasion by <job title>,
<name of person>,,
hereinafter referred to as "Buyer",

and

2. <name company>,
validly trading under Chamber of Commerce number <no. KvK>, (statutorily) established <address>, <postcode>,
<place name>,
represented on this occasion by <job title>,
<name of person>,
hereinafter referred to as "Supplier",

Hereinafter referred to as "Parties"

WHEREAS:

- Buyer Needs Supplier for Scanning Tunnelling Microscope;
- The Buyer has requested the Supplier to quote for this;
- Supplier issued a quotation on <date>;
- Supplier has adequately informed itself of the Buyer's wishes and requirements regarding <description of product>;
- Supplier is able to meet these wishes and requirements of Buyer;

Initials Buyer

Initials Supplier

- The parties wish to lay down the arrangements regarding the purchase of <description product> in this Purchase and Delivery Agreement;

-
-

AGREE:

1. Object of the purchase and delivery agreement

- 1.1 The Purchaser hereby purchases from the Supplier the Product, as described in the Request for Proposal as mentioned in Annex <nr> to this Purchase and Supply Agreement, as the Supplier hereby sells the Product to the Purchaser, in accordance with the Offer issued by the Supplier based on the Request for Proposal, unless otherwise provided in this Purchase and Supply Agreement.
- 1.2 The following documents form part of this Purchase and Delivery Agreement. To the extent that these documents contradict each other, the previously mentioned document shall prevail over the later:
 1. this Purchase and Delivery Agreement;
 2. the Notice of Inquiry (NVI);
 3. the ARIV-2018 (General Conditions of Government Procurement 2018);
 4. the Request for Quotation, including annex;
 5. the quotation issued by the Supplier to the Buyer dated [date] with reference [reference].
- 1.3 <OPTIONAL> In addition to or in derogation from the provisions of Article 1.1 of this Agreement, the following applies:

2. Entry into force of the Purchase and Delivery Agreement

- 2.1 This Purchase and Delivery Agreement shall enter into force with effect from the date of signature of this Purchase and Delivery Agreement by both Parties [and shall terminate as soon as the Delivery of the Product is completed].

3. Delivery

- 3.1 <OPTIONAL> Notwithstanding the provisions of Article of the ARIV-2018, the Delivery of the Product by Supplier shall be made in accordance with [insert Incoterm desired in deviation from DDP] Incoterms 2017.
- 3.2 Delivery of the Products by the Supplier shall be made in accordance with the specifications set by the Purchaser and described in the quotation request.

3.3 The Product will be delivered to the following delivery address no later than 1 September 2025 : <
ARCNL
Science Park 106
1098 XG Amsterdam
The Netherlands>.

Initials Buyer

Initials Supplier

OR

- 3.2 The Product will be delivered to the Buyer in [...] partial deliveries during the period from [...] to [...]:
- [...] will be delivered on [...] at [...] at the latest;
 - [...] will be delivered on [...] at [...] at the latest;
 - [...];
 - [...] will be delivered to [...] at [...] by no later than [...].

<OPTIONAL> If the Product is not delivered within the agreed period, the Supplier shall owe the Buyer an immediately payable penalty, not subject to judicial moderation, of 0.1% of the price of the Product concerned for each day that this failure continues, up to a maximum of 10% thereof. If the Delivery has become permanently impossible other than due to force majeure, the penalty totalling 10% of the price of the Product in question shall be immediately paid in full.

The penalty shall accrue to the Buyer without prejudice to any other rights or claims, including:

- a. its claim for performance of the agreed obligation to deliver the Product (provided that performance has not become permanently impossible);
- b. his right to compensation.

The penalty shall be set off against the payments due from the Buyer up to the aggregate amount, regardless of whether the claim for payment thereof has passed to a third party.

4. Price and other financial provisions

- 4.1 The agreed [...] for the Product [...] (excl./incl. VAT) / [...] are listed in Annex [...]. The [...] [refers/shall refer] to all Products to be delivered under this Agreement and any related materials and documentation, such as operating instructions and the like.

- 4.2 <OPTIONAL> The agreed [...] for the Product shall be fixed during the first calendar year of this Agreement. The prices for the subsequent calendar year shall be adjusted no later than [...] of the previous calendar year in accordance with the Consumer Price Index ("CPI Index") of the CBS. The monthly figure of the third month prior to the date of the price adjustment shall be used in each case, whereby the monthly figure of the month prior to the entry into force of the Agreement shall be set at 100%.

- 4.4 <OPTIONAL> Payment is made as follows:
- an amount of € (excl./incl. VAT) after signing this Agreement [once Supplier has submitted the credit institution guarantee referred to in article 11.1 of the ARIV-2018] OR [has submitted the credit institution guarantee referred to in Article 4.5 of the ARIV-2018]. This credit institution guarantee will provide security in the amount of € and will be issued for a period of [...] months/year.... The amount of this guarantee shall in no way limit the Supplier's liability under this Agreement. / (Instruction: see alternative in clause 6.2 of this Agreement);
 - the balance of € (excl./incl. VAT) after Delivery of the Product to Buyer.

- 4.5 The Supplier shall send the invoice/invoices, specifying advance work order number, to the Buyer's invoice address:

Initials Buyer

Initials Supplier

NWO-I
<name of department>
<postbox> <number>
<postalcode> <place>
Email address: crediteuren@nwo.nl

OR

- 4.6 Notwithstanding the provisions of Article 10.2 of the ARIV-2018 regarding electronic invoicing, the Supplier shall send the invoice/invoices to the Buyer on paper. The Supplier shall send the invoice/invoices stating pre-specified work order number to:

NWO
Management....., room,
PO Box,
..... Utrecht.

5. Contacts

- 5.1 Contact person for Buyer is <name of person>.
Contact person for the Supplier is <name of person>.
- 5.2 Notwithstanding the provisions of Article 6.2 of the ARIV-2018, the named contact persons do not bind their Party.

6. Applicable Conditions

- 6.1 This Purchase and Supply Agreement is exclusively governed by the General Conditions of Purchase of the State 2018 (ARIV-2018), to the extent not deviated from in this Purchase and Supply Agreement. The applicability of the Supplier's general and special terms and conditions (if any) is excluded.
- 6.2 <OPTIONAL> Article [4.5] or [12] of the ARIV-2018 shall not apply.
- 6.3 Notwithstanding Article 14 of the ARIV-2018, the Party that imputably fails to fulfil its obligations shall be liable to the other Party for all damage suffered or to be suffered by the other Party.
- 6.4 <OPTIONAL> In the event of breach of the confidentiality obligations incumbent on the Supplier pursuant to Article 8 of the ARIV-2018, the Supplier shall owe an immediately payable penalty of € per event.
- 6.5 <OPTIONAL> Notwithstanding the provisions of Article of the ARIV-2018, the following applies in relation to:
- 6.6 <OPTIONAL> In addition to Article 14 of the ARIV-2018, the Supplier shall indemnify the Buyer against any third-party claims for compensation for damage resulting from the failure referred to in that Article.
- 6.7 <OPTIONAL> The warranty referred to in Article 4 of the ARIV-2018 ends <anumber> years after Delivery.

Initials Buyer

Initials Supplier

7. Integrity statement

- 7.1 The Supplier declares that he has not offered, given, caused to be offered or caused to be given any advantage to personnel, subordinates or auxiliary persons of the Purchaser for the purpose of obtaining the order. He shall not do so in order to induce such persons to perform or refrain from performing any act.

8. Processing personal data

- 8.1 Insofar as the Supplier processes Personal Data for the benefit of the Buyer under this Agreement, the Buyer qualifies as the Controller for the Processing of Personal Data and the Supplier qualifies as a Processor, the parties shall lay down their agreements on the Processing of Personal Data in a Processor Agreement, as referred to in Article 28(3) of the Regulation.

9. Final provision

- 9.1 Deviations from this Purchase and Delivery Agreement shall only be binding insofar as they have been expressly agreed between the Parties in writing.
- 9.2 By signing this Purchase and Delivery Agreement, all oral and written agreements previously made by the Parties concerning the order(s) for the Delivery of the Product placed in accordance with this Purchase and Delivery Agreement shall lapse.

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

<Place, 20.. 20..

Clien t Contractor

<Name of Person>
<function person>

<Name of Person>
<function person>

Attachment(s): <number>

- ARIV-2018

Initials Buyer

NWO Purchase and supply agreement

Initials Supplier

Page. 5