

**Draft Agreement**

**Concerning**

**Electrospinner 2025**

**Between**

**Wetsus, centre of excellence  
for sustainable water technology**

**and**

Wetsus, in this respect legally represented by ....., in the position of ..... hereinafter referred to as: "**Client**"

and

....., with its registered office and principal place of business in ....., validly represented by ..... in the position of ..... hereinafter referred to as: "Contractor"

Collectively referred to as "**Parties**"

**Whereas:**

- Client on .... has published a contract notice onTenderNed with which it initiated the tendering procedure 'Electrospinner 2025' with TenderNed reference TN506306
  - a) The Contractor submitted a quotation to the Client on February 2 2025
  - b) The Contractor is the winning tenderer;
  - c) The Contractor has sufficiently informed itself, on the basis of the information and documentation provided by the Client, of all information that is important to it for the provision of the supply of products and services;
  - d) The Parties wish to enter into an agreement, which includes all provisions that apply to the relevant supply of products and services of the Contractor to the Client;
  - e) 5 annexes have been added **to this agreement** that are an integral part of this agreement, namely:
    1. this document;
    2. the General Terms and Conditions of Purchase of Wetsus
    3. the Procurement Document
    4. the other Annexes;
    5. the Tender issued by the Contractor to the Client.The following documents together form the Agreement. In so far as these documents contradict each other, the aforementioned document shall prevail over the one mentioned later:

**have agreed as follows:**

**Definitions**

In addition to the definitions in the Descriptive Document and the General Terms and Conditions of Purchase Wetsus, the following definitions apply:

**Attachments**

Appendices to this Agreement, which after being initialled by both Parties, form part of this Agreement. The terms and conditions referred to in this Agreement are set out in the Annexes.

**Place of Performance**

The place of execution is the location of Wetsus: Leeuwarden.

**Amendment agreement**

An agreement to supplement and/or deviate from the Agreement concluded between the Parties.

Agreement Electrospinner Wetsus 2025  
Initials Wetsus: ... ..

**Electrospinner**

All products and services as described in Attachment 3.

**Agreement**

This Agreement.

**Article 1 Subject matter of the Agreement**

1.1 This Agreement concerns the supply, installation and maintenance of **Electrospinner** including the associated services as described in the Tender Documents.

**Article 2 Duration of the Agreement**

2.1. The agreement starts on ..May 2025 and has a duration of 5 years.

**Article 3 Execution of the Agreement**

3.1 The Contractor guarantees that the supplies and services to be performed by or on behalf of the Contractor will be carried out in a professional manner.

**Article 4 Payment**

4.1 The Client will pay the amounts owed by it on the basis of this Agreement within 30 days after receipt of the relevant invoice in good order to the bank/giro account indicated for this purpose by the Contractor.

4.2 The Contractor will invoice stating the date, Agreement number **Electrospinner 2025**, PO number and cost center number 411100 send to:  
Wetsus  
P.O. Box 1113  
8900 CC LEEUWARDEN

4.3 Exceeding (a) payment term(s) by the Client or non-payment by the Client of (an) invoice(s) on the grounds of suspected substantive inaccuracy of those invoice(s) or of the inadequacy of the invoiced performances does not entitle the Contractor to suspend or terminate its performances. The Client will inform the Contractor of its observation quickly and with reasons if it is found to be incorrectness or unsoundness. The Client will cooperate in all reasonableness with the Contractor's work to rectify the inaccuracy or inadequacy.

**Article 5 Protection**

5.1 The Contractor indemnifies the Client against claims from third parties.

5.2 The Contractor indemnifies the Client against all employment law, tax law and social security law claims that are due in the context of this assignment.

5.3 The Contractor undertakes to pay all statutory contributions and premiums due in the context of this assignment on time.

**Article 7 Insurance**

7.1 The Contractor will be and remain adequately insured in this respect during the entire term of this Agreement for at least the legal liability.

7.2 The insurance policy will provide coverage for at least the registration price per event.

7.3 At the request of the Client, the Contractor will submit the appropriate evidence, including proof of premium payment.

- 7.4 The insurance premiums payable by the Contractor are included in the agreed prices and rates.
- 7.5 The Contractor will not terminate this insurance agreement(s) without the prior written consent of the Client, or change or reduce the conditions under which it was or are entered into and the insured amount(s) to the detriment of the Client.

#### **Article 8 Contacts and staff**

- 8.1 The parties each appoint a contact person and a deputy. The contact person will be vested by the Client or Contractor with such (decision) powers that he is reasonably able and authorised to take the normal decisions necessary for the smooth daily progress of the execution of the agreement and to make any additional arrangements. These additional agreements only apply between the Parties if they have been agreed in writing.

#### **Article 9 Meeting structure and reporting**

- 9.1 During the term of this Agreement, the Parties will consult on the implementation of the Agreement at least twice within the time frame of the term of the Agreement. These meetings have the character of an evaluation. The contact persons of the Parties or authorised persons to do so shall participate in these evaluation meetings.
- 9.2 If the evaluation gives cause to do so, the Parties may make further arrangements regarding the implementation of the Agreement. These agreements are laid down in an amendment agreement.

#### **Article 11 Auditing and administrative provisions**

- 11.1 The Client has the right to appoint a chartered accountant to investigate the correctness of the quotations and invoices submitted by the Contractor. The Contractor will provide all required cooperation for the purpose of the audit.
- 11.2 The chartered accountant has the right to be assisted in the investigation by experts.
- 11.3 The Contractor keeps accounts showing which costs have been specifically booked against the Client's budget. The Client shall at all times have access to the underlying correspondence and invoices relating in any way to the execution of the Delivery as described in this agreement.

#### **Article 12 Force majeure**

- 12.1 If one of the parties is unable to perform or fails to fulfil its obligations under this Agreement for a period of more than 30 (thirty) days as a result of force majeure, the other party has the right to dissolve the Agreement by registered letter, with immediate effect out of court, without any right to compensation arising as a result.
- 12.2 Force majeure is in any case not understood to mean: a shortage of personnel, strikes, illness of personnel, late delivery or unsuitability of items necessary for the performance of the work, insofar as these circumstances occur on the part of or due to the fault of

the party that does not comply or falls short. Furthermore, force majeure does not include failure to comply or failure of third parties engaged by the Contractor, and/or liquidity or solvency problems on the part of the Contractor or the third parties engaged by it.

### **Article 13 Liability**

- 13.1 If one of the parties fails to comply with one or more of its obligation(s) under this agreement, the other party will give it notice of default, unless it is impossible to continue to fulfil the obligations in question, in which case the defaulting party will be in default immediately. The notice of default will be given in writing, whereby the defaulting party will be given a reasonable period to comply with his obligations. This deadline has the character of a strict deadline.
- 13.2 The party that imputably fails to comply with its obligation(s) is liable to the other party for compensation for the damage suffered or to be suffered by the other party.
- 13.3 The liability for direct and consequential damage referred to in the second paragraph is, per event, limited to an amount of the Price. Direct damage is understood to mean:
- (a) damage to property of the Client and/or third parties;
  - (b) fees and penalties payable to third parties;
  - (c) costs of emergency facilities, such as moving to another Contractor, or hiring third parties;
  - (d) reasonable costs incurred to prevent or limit direct damage that could be expected as a result of the event on which the liability is based;
  - (e) reasonable costs incurred to determine the cause of damage, liability, direct damage and the method of repair.
- 13.4 The restriction, as referred to in Article 14.1, lapses in the event of intent, gross negligence or gross negligence on the part of one of the parties and/or its personnel and/or third parties engaged by it, as well as in the event of infringement of intellectual property rights.

### **Article 14 Transfer of rights and obligations; subcontracting**

- 14.1 The Contractor is not entitled to transfer the rights and obligations under this agreement to a third party without the written consent of the Client. The Client is entitled to attach conditions to the granting of this permission.
- 14.2 If the Contractor wishes to use the services of third parties in the execution of this agreement, either as a subcontractor, it will only be authorised to do so after obtaining the written consent of the Client. When granting permission as referred to in this paragraph, the Client is entitled to attach conditions to the permission or to limit it in time. Subcontractors indicated by the Contractor will be included in an appendix to this contract at the time of signing.
- 14.3 Permission given by the Client does not affect the Contractor's responsibility and liability for the fulfilment of its obligations under this agreement and its obligations as an employer under tax and social security legislation.
- 14.4 The Contractor will inform the Client in a timely manner about any proposed changes in the ownership situation of the company to which the Contractor belongs.

14.5 Personnel engaged by the Contractor and deployed by a subcontractor for the performance of this agreement are considered to be Contractor's own personnel for the performance of this agreement. All obligations, including those under tax and social security legislation, with regard to these personnel are therefore borne by the Contractor. The Contractor indemnifies the Client against any liability in this regard.

## **Article 15 Dissolution**

15.1 In addition to the provisions elsewhere in this Agreement:

- a) each of the parties is entitled to dissolve it out of court by registered letter if the other party fails to comply with its obligations under this agreement, even after a written reminder for a reasonable period of time;
- b) The Client is entitled, without any reminder or notice of default being required, to dissolve this agreement out of court by means of a registered letter with immediate effect if:
  - (i) The Contractor applies for a suspension of payments or is granted a suspension of payments or is granted a temporary suspension of payments;
  - (ii) Bankruptcy of the Contractor is filed or the Contractor is declared bankrupt; the Contractor's business is liquidated;
  - (iii) The Contractor ceases its current business;
  - (iv) A substantial part of the Contractor's assets is seized;
  - (v) Any benefit, in whatever form, has been promised, offered or provided by or on behalf of the Contractor, its representative(s) or personnel to Client's personnel;
  - (vi) The Contractor or producer has been guilty of an environmental offence for which the Contractor or producer has been convicted by the competent court.
  - (vii) The Contractor must otherwise no longer be deemed capable of fulfilling the obligations under the agreement and/or another agreement.

15.2 In the cases described below and insofar as granted below, each of the parties has the right to dissolve the agreement in whole or in part with immediate effect:

- a) each party if the other party invokes force majeure and the force majeure period has lasted longer than thirty days or as soon as it has been established that it will last longer than thirty days;
- b) Client if the Contractor commits breach of contract, which is in any case the case if: The Contractor or personnel deployed by the Contractor, perform work or perform acts that affect the reliability of the Client.

15.3 The agreement is dissolved by registered letter to the other party.

15.4 In the event of dissolution, the Contractor is obliged to hand over all data, documents and materials in the service that are in the possession of the Contractor that relate to this agreement and any further agreements entered into to the Client without delay, at the Client's first request. In addition, in the event of dissolution of this agreement, the Contractor is obliged to do everything that is reasonably necessary to ensure a responsible transfer of the services to another Contractor.

**Article 16 Final provisions**

- 16.1 The General Terms and Conditions of Purchase of Wetsus apply to this agreement.
- 16.2 Amendments to this agreement are only valid insofar as they have been agreed in writing and included in the appointment register. Notices that the parties will give to each other under this agreement will be in writing.
- 16.3 This agreement is the only correct representation of what has been agreed between the Parties. Verbal communications and commitments have no legal force unless they are confirmed in writing.
- 16.4 The parties will treat this agreement confidentially and will not show it to third parties other than what is necessary for the execution of the assignment described in this agreement.
- 16.5 Obligations which, by their nature, are intended to continue even after termination or dissolution of the agreement, will continue to exist after termination or dissolution of this agreement. These obligations include, but are not limited to: payment of services rendered, liability, confidentiality, ownership and usage rights, dispute resolution, applicable law and competent court.
- 16.6 This agreement is governed by Dutch law.
- 16.7 Disputes relating to this agreement will be submitted to the competent court in Leeuwarden, unless the Parties agree on arbitration or binding advice.
- 16.8 The Contractor's general terms and conditions of delivery and payment, or other general or special terms and conditions of the Contractor, expressly do not apply to this agreement.
- 16.9 If one of these provisions of this agreement is null and void or is annulled, the other provisions of this agreement will remain in force and the Parties will mutually agree on a replacement provision.

**Thus drawn up and signed in duplicate.**

**Client**

**Contractor**

Leeuwarden, 2025

Place, 2025