

General Purchasing Conditions

Deposited by Stichting Nederlands Centrum voor Biodiversiteit Naturalis with the Chamber of Commerce of The Hague on 17 January 2011.

1. Definitions

- 1.1 Contractor: the natural or legal person who pursuant to a Contract supplies Products and/or services on behalf of NCB Naturalis.
- 1.2 The Parties: NCB Naturalis and the Contractor.
- 1.3 Contract: every Contract between NCB Naturalis and the Contractor for the supply of Products and/or services.
- 1.4 Products: the personal property and services to be supplied by the Contractor, including (if applicable) the assembly or installation thereof, including (sub-)designs and the supporting documentation which forms the basis thereof and the Products and/or services ensuing therefrom.
- 1.5 Delivery: de facto Delivery of the Products and services and/or the installation or assembly of the Products insofar as applicable.

2. Applicability

- 2.1 These general purchasing conditions apply to every request NCB Naturalis makes to the Contractor for the making of an offer, to the offer to be made by the Contractor, to all assignments of NCB Naturalis and to all Contracts made and to be made with the Contractor.
- 2.2 In the event of a conflict the provisions in the Contract shall prevail over the provisions of these general purchasing conditions. If no written Contract is made, the request for an offer shall prevail over the provisions of these general purchasing conditions.
- 2.3 Changes in and additions to the Contract which was made are only binding insofar as they have been explicitly agreed between the Parties in writing.
- 2.4 In the event of a conflict between the Dutch text of the general purchasing conditions and translations thereof, the Dutch text shall always prevail.
- 2.5 The applicability of any general conditions applied by the Contractor is hereby explicitly rejected.

3. Prices

- 3.1 The agreed prices are based on Delivery DDP (Duty Delivery Paid) as this term is defined in the Incoterms, i.e. including the costs of transport, taxes, levies, insurance and exclusive of VAT and are in euros.
- 3.2 Prices are fixed and cannot be increased without the consent of NCB Naturalis. If delivered Products required assembly or installation, the costs thereof are included in the agreed price. All other goods which are necessary for unimpeded use by NCB Naturalis, including – but not exclusively – documentation and manuals, are included in the agreed price.
- 3.3 In the event of retrospective costing the Contractor shall clearly itemise the agreed charges. On the request of NCB Naturalis the Contractor shall add specifications of the actual and necessary number of hours put in compared to the estimated number of hours in the invoices.
- 3.4 The Contractor shall furnish specifications of the costs made by him in the performance of the Contract and submit documents which provide substantive substantiation for the invoices.

4. Delivery

- 4.1 The title to and the risk in the Products to be delivered shall pass to NCB Naturalis upon Delivery and receipt of the Products – including all necessary documents and certificates – to the location designated in the Contract.
- 4.2 If the Delivery cannot be effected at the agreed Delivery time, the Contractor shall immediately give NCB Naturalis written notice hereof, without prejudice to the provisions of article 4.3.
- 4.3 Time is of the essence with regard to agreed Delivery dates and Delivery terms. If these dates and terms where time is of the essence are not met the Contractor shall be in default without the need for notice of default.

5. Additional work

- 5.1 If due to additional wishes or changed insights of NCB Naturalis or due to a change in the statutory regulations relevant for the performance to be effected, the performance which the Contractor is to effect on the basis of the Contract will be demonstrably more burdensome or expanded, this shall count as additional work which is eligible for compensation. Additional activities or changed insights which the

Contractor should have foreseen at the time of making the Contract shall not be deemed additional work. If the Contractor believes that there is additional work, he shall inform NCB Naturalis thereof as soon as possible.

- 5.2 The Contractor shall not start any additional work before having received a written assignment for such from NCB Naturalis. To obtain an assignment the Contractor shall present a written offer relating to the scope of the expected additional work and the related time duration and costs. The conditions of the Contract, including the rates and any discounts, apply with regard to the additional work to be carried out by the Contractor, insofar as they are not altered by the additional written assignment.
- 5.3 If due to altered insights of NCB Naturalis or due to a change relevant for the performance to be effected, statutory regulations demonstrably lighten or reduce the performance which the Contractor is to effect on the basis of the Contract this shall be deemed a reduction in work which is eligible for set-off. If a party believes that there is a reduction in work, it shall give the other party written notice thereof as soon as possible. If a fixed price has been agreed, the Parties shall determine the amount of the reduced work in consultation, which shall be set off against the price to be paid.

6. Force majeure

- 6.1 Force majeure in any event does not mean: transport problems, a shortage of raw materials, shortcoming or non-performance of the obligations by suppliers, lack of personnel, strikes, illness of personnel, late Delivery or unsuitability of goods necessary for the execution of the work, liquidity or solvency problems on the part of the Contractor or failure of third parties engaged by the Contractor.

7. Guarantee and indemnity

- 7.1 The Contractor guarantees that the delivered Products and/or services correspond with the Contract, are free of defects and are suitable for the purpose for which they are intended.
- 7.2 Insofar as NCB Naturalis does not set any additional requirements with regard to the Products and/or services, the Products and/or services must in any event be of good quality and at least satisfy the usual requirements of fitness for purpose, effectiveness and satisfy all statutory requirements and usual industry regulations regarding quality, safety, health and the environment. If the Contract refers to technical safety and/or other regulations, the Contractor shall be deemed to be familiar with such, unless he immediately gives NCB Naturalis written notice of the contrary. NCB Naturalis shall then give the Contractor further information on these regulations.
- 7.3 The Contractor guarantees that the delivered Products and/or services do not infringe rights of third parties and fully indemnifies NCB Naturalis against claims of third parties in this respect.

8. Invoicing and payment

- 8.1 Unless the Contract stipulates otherwise the Contractor is only entitled to payment after Delivery of the Product or provision of the Service.
- 8.2 NCB Naturalis shall pay the Contractor the amounts owed by it within 30 days after receipt of the relevant invoice.
- 8.3 Payment of an invoice by NCB Naturalis does not encompass any recognition that the Product or Service complies with the Contract.
- 8.4 Unless the Contract stipulates otherwise, the Contractor shall not submit any collective invoices.
- 8.5 NCB Naturalis is entitled to suspend the payment in the event there is default on the part of the Contractor.
- 8.6 Exceeding of a payment term by NCB Naturalis or non-payment of an invoice on the basis of presumed inaccuracy of the contents thereof or in the event of poor quality of the invoiced Products and/or services does not give the Contractor the right to suspend or terminate the Delivery or his work.

9. Intellectual property rights

- 9.1 All intellectual property rights in respect of the Products and/or services supplied by the Contractor lie with NCB Naturalis. The Contractor transfers these rights to NCB Naturalis on the basis of the Contract, which transfer NCB Naturalis hereby accepts. Upon first request the Contractor shall always cooperate with the effecting of said transfer.

- 9.2 The Contractor acknowledges that following the transfer referred to in the first paragraph, NCB Naturalis shall have exclusive and full entitlement to the intellectual property rights. The intellectual property rights must be unencumbered. Insofar as (any part of) the intellectual property rights cannot be transferred, the Contractor hereby waives the right to invoke such in respect of NCB Naturalis. The Contractor is not entitled to make (independent) use of the intellectual property rights without the prior written consent of NCB Naturalis.
- 9.3 The Contractor states and guarantees to NCB Naturalis that the performance of the Contract and the use of the Products and/or services by NCB Naturalis shall not infringe the (intellectual property) rights and rights connected with or related thereto (such as moral rights) of third parties.
- 9.4 The Contractor indemnifies NCB Naturalis against claims of third parties with regard to a (possible) infringement of intellectual property rights of such third parties, comparable claims with regard to knowledge, including unauthorised competition and the like. The Contractor indemnifies NCB Naturalis in respect of all loss (including all judicial and extrajudicial costs), which might arise for NCB Naturalis at any time in consequence thereof.
- 9.5 The Contractor hereby waives his moral rights as referred to in article 25 of the Dutch Copyright Act. The Contractor, so authorised, hereby also waives on behalf of the employees involved on his part vis-à-vis NCB Naturalis all moral rights to which said employees might be entitled, to the extent the applicable regulations allows such waiver.

10. Liability

- 10.1 NCB Naturalis accepts no liability vis-à-vis the Contractor for any loss other than in the event its liability insurance covers the loss and insofar as the insurer makes a pay-out in the case in question.
- 10.2 Should the provisions of paragraph 1 not be upheld by a court, the liability of NCB Naturalis is always limited to the amount charged for the loss-causing activity or in the event of long-term Contracts up to an invoice amount over a period of a maximum of six months.
- 10.3 NCB Naturalis is never liable for consequential loss.
- 10.4 NCB Naturalis shall not be held liable if the Contractor has the option with regard to the arising of the loss to directly seek recovery from a third party or such third party's insurance company.

11. "Wet Ketenaansprakelijkheid" (Liability of Subcontractors Act)

- 11.1 The Contractor is responsible for the timely and full payment of the wage tax, social security premiums and VAT to be paid for the employee made available in connection with the Contract with NCB Naturalis. The Contractor indemnifies NCB Naturalis against all claims of the Revenue Service or of the institutions for the implementation of social security legislation which are owing under the Contract with NCB Naturalis.

12. Dissolution

- 12.1 NCB Naturalis is entitled to dissolve the Contract with immediate effect without notice of default and prior judicial intervention by means of giving notice by recorded Delivery, without being bound to pay any compensation to the Contractor, if the Contractor applies for a (provisional) moratorium on payment or he is granted a (provisional) moratorium on payment, the Contractor petitions for bankruptcy or is declared bankrupt, the Contractor's business is liquidated, the Contractor ceases his business, a considerable part of the Contractor's assets are attached, the control over or in the Contractor changes, or the Contractor in some other way does not perform his obligations under the Contract or must be deemed no longer able to perform the obligations.
- 12.2 If the Contract is dissolved, the Contractor shall repay the payments which NCB Naturalis has already made to the Contractor to NCB Naturalis, increased by the statutory interest over the amount paid as of the day of payment. If the Contract is dissolved in part, the repayment obligation only exists insofar as the payments relate to the dissolved part.

13. Transfer of rights and obligations under the Contract

- 13.1 The Parties are not entitled without the written consent of the other party to transfer the rights and obligations ensuing from the Contract, or any part thereof, to third parties. The consent shall not be refused without reasonable grounds. The consent can be made subject to conditions.
- 13.2 The Contractor can temporarily or permanently replace persons mentioned in the Contract who are charged with the execution of the

work to be carried out or the services to be provided, without the prior consent of NCB Naturalis. NCB Naturalis shall not refuse its consent on unreasonable grounds and can make this consent subject to conditions. The rates applicable for the original persons cannot be increased in the event of replacement.

14. Insurance

- 14.1 The Contractor shall take out adequate professional and corporate liability insurance on market conditions with reputable insurance companies and remain insured for the performance of his obligations under the Contract and upon first request furnish NCB Naturalis with a copy of the relevant policies and the related policy conditions.

15. Confidentiality

- 15.1 Neither of the Parties shall, directly or indirectly, verbally or in writing, or otherwise, disclose the contents of the relationship with the other party and the information which is disclosed to them, to third parties, unless the disclosure is made on the basis of a statutory obligation to furnish information or if the disclosure is effected with the prior written consent of the other party.
- 15.2 The Parties undertake not to use the information received from the other party for other purposes or to use it in some other manner than for the purpose for which and the way in which the information has been furnished or has been disclosed to it in the performance of the Contract. These obligations apply both during the term of the Contract and after the end thereof.
- 15.3 The Parties shall endeavour to the best of their ability to ensure that their employees and/or third parties working for them are aware of the above obligations and shall fully comply therewith.

16. Security

- 16.1 The Contractor shall instruct his employees who are involved in the execution of work at NCB Naturalis to present valid ID upon the first request of NCB Naturalis. The Contractor shall furthermore instruct his employees to comply with the security procedures and house rules of NCB Naturalis.
- 16.2 NCB Naturalis can make employees of the Contractor subject to a security check. NCB Naturalis is entitled on the basis of the outcome of the aforementioned check to refuse the use of the employee in question in the performance of the Contract without having to state any reason.

17. Applicable law and dispute resolution

- 17.1 The Contract and the Contracts ensuing therefrom are exclusively governed by Dutch law.
- 17.2 The provisions of the "United Nations Convention on Contracts for the sale of goods" (the "Vienna Sales Convention") are excluded.
- 17.3 All disputes which might arise between the Parties in connection with the Contract or Contracts ensuing therefrom shall be adjudicated by the competent court of The Hague. NCB Naturalis is nevertheless entitled to have the dispute adjudicated by the Netherlands Arbitration Institute of Rotterdam with the exclusion of the ordinary court in which case NCB Naturalis shall give the Contractor written notice thereof.