

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 an European tender under the name 'Double Climate Chamber' with TNO reference WS2538799081;
- 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 tender procedure;
- C. Supplier issued an Offer based on the tender procedure on **[day/month/year]**;
- 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. Information Notice dated [day/month/year];
3. the PC Goods 2022;
4. the Tender Documents with reference WS2538799081 including the accompanying documents or appendices;
5. <OPTIONAL> [any other annexes]; and
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 The Goods shall be delivered no later than [date] on the following delivery address in Zoetermeer, The Netherlands:
(specified on purchase order).

5 Price and other financial provisions

5.1 The agreed [Price(s)] for the Goods is: € [insert] (excl. VAT). The [Price(s)] relate(s) to all the Goods to be delivered under this Agreement and any accompanying materials and documentation, such as instructions for use and similar.

6 Payment

6.1 No payment by TNO shall be made without receipt of a valid invoice accompanied by all relevant supporting documents. After completion of a milestone the Supplier may, if agreed, issue an invoice for the relevant milestone payment. Payment shall be made in euro (EUR).

6.2 Except if otherwise agreed in writing, Supplier shall invoice TNO according following payment schedule:

- 20% (€) at order excluding turnover tax at order, after receipt of a bank guarantee covering 40% of the total amount;
- 20% (€) excluding turnover tax after the critical design review (CDR) acceptance by TNO;
- 30% (€) excluding turnover tax after delivery at location TNO as mentioned in 4.1;
- 30% (€) excluding turnover tax after installation and commissioning On-site and Site Acceptance Test (SAT) including test periods, approved by TNO.

Provided that the documents are found to be correct, the amount invoiced shall be paid to the Supplier within 30 days.

Invoices must contain:

- a) invoices needs to be addressed to:
- TNO
Attn. Accounts Payable
P.O. Box 96829
2509 JE The Hague;
- b) All invoices should contain a valid PO number. The PO number is provided in the order confirmation and starts with 3100;
- c) Invoices must be send digitally to e-invoice@tno.nl in a PDF-format, with a copy to Jurjen.Bousma@tno.nl. Please note that:
- Attachments should not be send separately but as 1 PDF document with the invoice;
 - One PDF document cannot consist of multiple invoices;
 - Supplier can send multiple invoices in one email to e-invoice@tno.nl
- d) E-invoice@tno.nl is only meant for receiving invoices. For reminders and questions, please contact the support department at ap@tno.nl or +31 (0)888 666 288;
- e) VAT-number of your company should be included on the invoice. Invoices send from other EU countries than The Netherlands should also contain the TNO VAT-number (because of the reverse charge rule);

7 Contact persons

7.1 TNO's representatives are:

- a) for technical matters as follows:

	To:	With copy to:
Name		Mr Jurjen Bousma
e-mail address		Jurjen.Bousma@tno.nl

- b) for contractual and administrative matters (with the exception of invoices as mentioned in 6.2):

	To:	With copy to:
Name	Mr Jurjen Bousma	
e-mail address	Jurjen.Bousma@tno.nl	

7.2 Supplier's representatives are:

- a) for technical matters as follows:

	To:	With copy to:
Name	[name]	[name]
e-mail address	[email address]	[email address]

b) for contractual and administrative matters:

	To:	With copy to:
Name	[name]	[name]
e-mail address	[email address]	[email address]

7.3 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.

8 Miscellaneous

8.1 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.

8.2 Deviations from this Agreement shall only be binding to the extent expressly agreed in writing between the Parties.

8.3 <OPTIONAL > 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 SIGNED AT [...],

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

[Attachment(s) ...]