



Royal Netherlands
Meteorological Institute
*Ministry of Infrastructure
and Water Management*

(Draft) Purchase Agreement (ARIV- 2018)

Pressure Standard for absolute gas pressure

Date: 3.3.2024

Reference number: TN 514478 – 31203349



The undersigned:

1. The State of the Netherlands, its registered office in The Hague,
represented on this occasion by the State Secretary for Infrastructure and Water
Management,

On behalf of,

the KNMI Director-General, Prof. Dr. Maarten van Aalst,
hereinafter referred to as: Purchaser,

and

2. [*contractor's name*],

which has its registered office in ...,

legally represented in this matter by

..... [*and ...*] [*signatory's name*],

hereinafter referred to as the Supplier,

WHEREAS:

- (a) Purchaser, the Royal Netherlands Meteorological Institute (KNMI) is the national institute for weather, climate and seismology;
- The Purchaser requires a pressure standard for absolute gas pressure;
- The Purchaser has asked [*name of company*] to issue a quotation for this purpose;
- [*Name of company*] issued a quotation on [*day month year*];



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AGREE AS FOLLOWS:

1. Object of the Contract

- 1.1 The Purchaser hereby purchases the Pressure Standard for absolute gas pressure, as referred to in the Descriptive document and the Program of Requirements, from the Supplier. And the Supplier hereby sells the Product to the Purchaser, in accordance with the Quotation issued by the Supplier on the basis of the Tender of [date].
- 1.2 The following documents form part of the Contract. In the event of mutual inconsistencies, a higher ranked document takes precedence over a lower ranked document:
 1. this document;
 2. the Information Memoranda;
 3. the Descriptive Document including all attachments;
 4. the ARIV 2018;
 5. the Tender of (date), submitted by the Supplier to the Purchaser.

2. Entry into force of the Contract

This Contract enters into force on the date on which it is signed by both Parties [and ends as soon as the Delivery of the Product has been completed].

3. Delivery

- 3.1 Notwithstanding the provisions of article 3.1 of the ARIV 2018, the Delivery of the Product by the Supplier will take place in accordance with Delivered Duty Paid and under Incoterms 2010.

- 3.2 The Product will be delivered no later than [date] to the following address:

The Royal Netherlands Meteorological Institute (KNMI)
T.a.v. Kalibratielab (calibration laboratory)
Utrechtseweg 297
3731 GA De Bilt
Netherlands



- 3.3 If the Product is not delivered within the agreed period, the Supplier will pay the Purchaser an immediately payable penalty of 0.1% of the price of the Product concerned for every day that the Supplier fails to deliver, up to a maximum of 10% thereof. If, other than through force majeure, the Supplier is permanently unable to deliver, the total fine of 10% of the price of the Product concerned will be immediately payable in full.

The penalty is payable to the Purchaser, without prejudice to all other rights and claims, including:

- a. its right to demand that the Product be delivered as agreed (in so far as delivery is not permanently impossible);
- b. its right to damages.

The penalty will be set off against amounts payable by the Purchaser regardless of whether the rights to such amounts have been assigned to a third party.

- 3.4 Products and related services are delivered in accordance with the Program of Requirements.

4. Price and other financial provisions

- 4.1 The agreed [price/prices] for the Product [is/are]: €[...] (excl./incl. VAT) The [price/prices] [relates/relate] to all the Products to be delivered under this Contract, together with any accompanying materials and documentation, such as user manuals and the like.

- 4.2 Payment will be made as follows:

- an amount of €..... ([excl./incl.] VAT) after the Contract has been signed.
- the remaining €..... ([excl./incl.] VAT) after the Delivery of the Product to the Purchaser.



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4.3 Supplier guarantees that the delivered and accepted Pressure Standard complies with the Agreement, is free of defects and is suitable for the purpose for which the Pressure Standard is intended. The Supplier guarantees that it will repair any defects at its own expense during a period of 24 months after Acceptance.

The Supplier shall deal with a warranty claim within 40 working days at the latest and shall make every effort to deal with it promptly.

4.4 This Agreement is subject to an e-invoicing requirement. This requirement follows from the General Government Procurement Conditions (ARIV). For more information on e-invoicing: <https://www.helpdesk-efactureren.nl/> here you will also find the Handreiking factuur Rijk (Handbook of Invoicing Government).

4.5 Purchaser shall make use of E-invoicing. You can submit your invoice(s) as an E-invoice with the following mandatory data:

- Reference: 45xxxxxxx (SAP order number);
- Name supervisor: XXXXXX;
- A clear description of the delivery or service.

- VAT-number: NL821693992B01

When addressing the E-invoice, you can use the following Organizational Identification Number (OIN*): 0000001821693992000

The Counterparty will submit invoices using e-invoicing: this requirement follows on from the Government Procurement Conditions. For information on the various e-invoicing options, see the Logius website:

(www.logius.nl/diensten/e-factureren).

5. Contacts

5.1 The Purchaser's contact is Jos Verbeek. The Supplier's contact is



- 5.2 Notwithstanding the provisions of article 6.2 of the ARIV 2018, the contacts named above may not make legally binding agreements on the Parties' behalf.

6. Other Terms and Conditions

- 6.1 This Contract is subject solely to the General Government Purchasing Conditions 2018 (ARIV 2018), in so far as the Contract does not depart from them. Any general and special terms and conditions drawn up by the Supplier do not apply.
- 6.2 The other rights and claims referred to in article 13.3 of the ARIV 2018 may be exercised instead of or in addition to the rights and claims under article 13.2.
- 6.3 Notwithstanding article 14 of the ARIV 2018 the liability referred to in that article is limited to the cost of the Pressure Standard.
- 6.4 The **guarantee** referred to in article 4 of the ARIV 2018 ends 2 years after Delivery **(or the term offered)**.
- 6.5 The Supplier carries out due diligence, in accordance with the conditions as described in the Appendix International Social Conditions (Annex 6 of the Descriptive Document), to identify the risks in the field of labour and human rights in its own (production) chain. Based on this analysis, the Purchasers contract manager shall consult with the Supplier on what can reasonably be expected from the Supplier to reduce the risks of labour and human rights violations in its international chain.

7. Declaration of integrity

The Supplier hereby declares that it has not offered or given the Purchaser's staff, subordinates or auxiliary persons any benefit in order to obtain the order, nor arranged for them to be offered or given any such benefit. It will not do so in the future with a view to inducing such persons to perform or refrain from performing any act.



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8. Final provisions

- 8.1 Any derogations from this Contract are binding only if they have been expressly agreed by the Parties in writing.
- 8.2 Any written or oral agreements previously made by the Parties about the order(s) placed under this Contract for the Delivery of the Product will be nullified by the signature of the Contract.
- 8.3 The applicable law for this Agreement shall be Dutch law.
- 8.4 When an amicable resolution cannot be reached, the competent court in The Hague, The Netherlands, will settle all disputes.

Done on the later of the two dates stated below and signed in duplicate.

De Bilt, [...date...]

[...place...], [...date...]

For the Minister of Infrastructure
and Water Management, on their behalf,
The Director General of the
Royal Netherlands Meteorological Institute,

For [Supplier's name]

Mr. Prof. Dr. M.K. van Aalst

[signatory's name]

[signatory's position]