

General Purchasing Conditions Naturalis

1. Definitions

- 1.1 Contractor: the natural or legal person supplying Products and/or rendering Services to Naturalis under a Contract.
- 1.2 Parties: Naturalis and the Contractor.
- 1.3 Contract: any contract entered into between Naturalis and the Contractor for the supply of Products and/or Services.
- 1.4 Products: the movable goods and Services to be delivered by the Contractor, including (where applicable) their assembly or installation, together with (partial) designs and any supporting documentation, and any resulting products or services.
- 1.5 Delivery: the physical handover of the Products and Services and/or, where applicable, their assembly or installation.

2. Applicability

- 2.1 These General Purchasing Conditions apply to any request by Naturalis for a quotation, to the Contractor's offer, and to all orders and concluded Contracts.
- 2.2 In case of conflict, the provisions of the Contract shall prevail over these terms and conditions. Where no written Contract is concluded, the request for quotation shall prevail.
- 2.3 Amendments or additions are binding only if expressly agreed upon in writing by the Parties.
- 2.4 In the event of any inconsistency between the Dutch version of these terms and its translations, the Dutch version shall prevail.
- 2.5 Any general terms and conditions of the Contractor are explicitly rejected.

3. Prices

- 3.1 Prices are based on DDP (Delivered Duty Paid), as defined in the Incoterms (2020), and include transport, taxes, levies, and insurance, but exclude VAT and are denominated in euros.
- 3.2 Prices are fixed and may not be increased without Naturalis' prior consent. Prices include installation, documentation, and manuals required for use by Naturalis.
- 3.3 For post-calculated Contracts, the Contractor shall provide detailed breakdowns and, upon request, timesheets comparing actual and estimated hours.
- 3.4 The Contractor shall provide supporting documentation for invoiced costs.

4. Delivery

- 4.1 Title and risk shall pass to Naturalis upon delivery and receipt of the Products, including all required documentation and certificates, at the agreed location.
- 4.2 If delivery cannot occur on time, the Contractor must notify Naturalis immediately in writing.
- 4.3 Delivery dates are strict deadlines. Any delay constitutes default without the need for a formal notice.

5. Variations (Additional and Reduced Work)

- 5.1 Additional work arising from changes requested by Naturalis or new legal requirements will be compensated, except where foreseeable at contract formation. The Contractor must notify Naturalis of any such circumstances promptly.
- 5.2 The Contractor shall not commence additional work without a written order from Naturalis,

preceded by a detailed quotation.

5.3 Reduced work due to changed circumstances or legal amendments shall be compensated through a deduction. The Parties shall agree on the value of such reductions.

6. Force Majeure

6.1 The following do not constitute force majeure: transport issues, raw material shortages, non-performance by suppliers, staff shortages, strikes, illness, delayed deliveries, insolvency, or third-party failures.

7. Warranties and Indemnities

7.1 The Contractor warrants that the Products/Services conform to the Contract, are free of defects, and are fit for purpose.

7.2 Products/Services must meet general standards of quality, effectiveness, statutory and industry regulations, and safety. Contractor shall be deemed aware of relevant technical requirements unless promptly stated otherwise.

7.3 The Contractor warrants that the Products/Services do not infringe third-party rights and shall fully indemnify Naturalis against any claims.

8. Invoicing and Payment

8.1 Unless otherwise agreed, payment is due only after Delivery and acceptance.

8.2 Naturalis shall pay within 30 days of invoice receipt.

8.3 Payment does not imply acceptance of conformity.

8.4 Consolidated invoices are not permitted unless agreed otherwise.

8.5 Naturalis may suspend payment in case of breach.

8.6 Delayed or withheld payment due to suspected defects does not entitle the Contractor to suspend performance or terminate the Contract.

9. Intellectual Property (IP)

9.1 All IP rights on deliverables are transferred to Naturalis, which hereby accepts such transfer in advance. The Contractor shall cooperate in effecting such transfer.

9.2 Naturalis shall be the sole and unencumbered owner of all transferred IP rights. The Contractor waives enforcement of any non-transferable rights.

9.3 The Contractor warrants that performance of the Contract does not infringe third-party rights.

9.4 The Contractor shall indemnify Naturalis against all third-party claims concerning such infringements, including legal and extrajudicial costs.

9.5 The Contractor waives all moral rights under Dutch copyright law and, if authorised, those of involved personnel to the extent permitted by law.

10. Liability

10.1 Naturalis accepts no liability except where covered by its insurance and the insurer pays out.

10.2 If clause 10.1 is unenforceable, liability is limited to the invoiced value of the defective performance or a six-month period in case of continuing obligations.

10.3 Naturalis is never liable for consequential damages.

10.4 No liability exists where the Contractor could seek compensation from a third party or insurer.

11. Safety Protocol

11.1 Before commencing work, the Contractor must read and sign the Naturalis safety protocol available via N=info.

12. Dutch Chain Liability Act (in Dutch: '*Wet Ketenaansprakelijkheid*')

12.1 The Contractor is responsible for timely and complete payment of taxes and social security contributions for personnel of Contractor assigned to perform services for Naturalis and shall indemnify Naturalis against related claims by tax or social security authorities.

13. Termination

13.1 Naturalis may terminate the Contract by registered letter without prior notice or court intervention if the Contractor becomes insolvent, applies for moratorium or bankruptcy, ceases business, is subject to seizure or changes control, or otherwise fails to perform.

13.2 Upon termination, all payments made by Naturalis must be repaid with statutory interest. If partial termination occurs, repayment applies only to the terminated part.

14. Assignment

14.1 Rights and obligations under the Contract may not be transferred without prior written consent. Such consent may be subject to conditions.

14.2 Named personnel may not be replaced without Naturalis' consent, which shall not be withheld unreasonably. Fees for replacements may not be increased.

15. Insurance

15.1 The Contractor shall maintain professional and general liability insurance with reputable insurers and provide policy documents upon request.

16. Confidentiality

16.1 Parties shall not disclose any information concerning the Contract unless required by law or with prior written consent.

16.2 Confidential information shall only be used for purposes related to the Contract. This obligation continues after termination.

16.3 Parties shall ensure that their personnel and third parties comply strictly with these obligations.

17. Security

17.1 Upon request, Contractor personnel shall present valid ID and comply with Naturalis' security procedures and house rules.

17.2 Naturalis may conduct security checks and, based on the results, refuse access to specific personnel.

18. Governing Law and Dispute Resolution

18.1 The Contract is governed exclusively by Dutch law.

18.2 The UN Convention on Contracts for the International Sale of Goods is excluded.

18.3 Disputes shall be submitted to the competent court of The Hague. Naturalis may alternatively opt for arbitration under the Netherlands Arbitration Institute in Rotterdam and will notify the Contractor accordingly.