

Purchase and supply contract (ARIV 2018)

[Contract number and commitment number]

The undersigned:

1. Cato Composites B.V., established in Rheden, the Netherlands,
legally represented by [name and position],
hereinafter referred to as the 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:

- The Purchaser has initiated a European tender procedure for the supply of a tape weaving machine;
- The purpose of the tender procedure is to select a supplier capable of delivering an industrial tape weaving machine including delivery, installation, commissioning and training;
- The Supplier has submitted a tender in response to this procedure;
- The Purchaser intends to award the contract to the Supplier based on the outcome of the tender procedure.

AGREE AS FOLLOWS:

A number of terms in this Contract are written with initial capitals. These terms are defined in article 1 of the General Government Purchasing Conditions 2018 (ARIV 2018). The following additional terms are defined as follows for the purposes of this Contract:

- Tender: the tender submitted by the Supplier in response to the European tender procedure for the supply of a tape weaving machine.

- Tender Documentation: the documents forming part of the European tender procedure entitled “Tape Weaving Machine”, including the Tender Guideline, the Program of Requirements, the Pricing Sheet and any Memorandum of Information (Nota van Inlichtingen).

1. Object of the Contract

- 1.1 The Purchaser hereby purchases a tape weaving machine including delivery, installation, commissioning and training from the Supplier, and the Supplier hereby sells and delivers the tape weaving machine to the Purchaser in accordance with the Tender Documentation and the Supplier’s Tender, unless this Contract provides otherwise.
- 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 contract;
 - 2. The ARIV 2018;
 - 3. The Tender Documentation;
 - 4. The Supplier’s Tender;
 - 5. Any Schedules to this Contract.

2. Entry into force of the Contract

This Contract enters into force on the date on which it is signed by both Parties and remains in force until the successful delivery, installation, commissioning and acceptance of the tape weaving machine by the Purchaser.

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 DDP (Incoterms 2020).
- 3.2 The tape weaving machine shall be delivered, installed and commissioned at the Purchaser’s premises in accordance with the delivery and implementation schedule proposed by the Supplier in its Tender and accepted by the Purchaser.

The delivery location shall be:
Cato Composites B.V.
Havelandseweg 8E, 6991 GS - Rheden
The Netherlands

- 3.3 If the tape weaving machine is not delivered, installed and commissioned 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.

4. Price and other financial provisions

- 4.1 The agreed price for the Product is the total fixed lump sum price as stated in the Supplier's Tender and Pricing Sheet (Annex 4), excluding VAT.
This price includes the supply of the tape weaving machine as well as all costs related to delivery, transport, installation, commissioning, training, documentation and any other elements necessary for the full and proper performance of the Contract.
- 4.2 The agreed price is fixed and not subject to indexation or adjustment for the duration of the Contract.
- 4.3 Payment arrangements shall be agreed between the Purchaser and the Supplier following contract award, taking into account the delivery and implementation schedule proposed in the Supplier's Tender.

If advance payments are agreed, the Purchaser may require the Supplier to provide a bank guarantee in accordance with article 12.1 of the ARIV 2018.

- 4.4 The Supplier shall submit invoices electronically to the Purchaser. Invoices must clearly state the Contract number and shall be sent to the contact address specified by the Purchaser.

5. Contacts

- 5.1 The Purchaser shall designate a contact person for the execution of this Contract. The Supplier shall designate a contact person after contract award.
- 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.

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.

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.

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

Rheden, [...date...]

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

For Cato Composites B.V.

For [Supplier's name]

[signatory's name]

[signatory's name]

[signatory's position]

[signatory's position]

[Schedule(s):]