

Purchase agreement

Delivery of Performance/ Equipment
Automation of Cell line development for
genetically modified hiPSCs

between

Leids Universitair Medisch Centrum

and

[name Contractor]

Reference L-EU-25-17

Date 09-04-2026

The undersigned:

The legal entity governed by public law named Leiden University Hospital, acting under the name Leiden University Medical Center (LUMC), domiciled at Albinusdreef 2, Leiden, legally represented in this matter by drs. Y.S. Fokma , hereinafter to be referred to as: the “Client”.

and

[name of Contractor] domiciled in [location] at [address], registered in the Chamber of Commerce under number <<COC number>>, legally represented in this matter by [name, title] hereinafter to be referred to as: “Contractor”.

jointly referred to as: “Parties”

WHEREAS:

- a. The contractor runs a business that is engaged in, among other thing, the provision of Automation of Cell line development
- b. On (Date) the contractor has issued a winning tender fort he European Tender Procedure with reference: (Reference), which is attached tot his agreement as annex D.
- c. The Client wishes to proceed towards the purchase of the Equipment LUMC from the contractor;
- d. The Client has sufficiently informed the contractor, and the contractor has sufficiently informed itself of the circumstances under which, and the environment in which, the Equipment will be used;
- e. The Client put out an invitation for tenders with reference L-EU-25-17 for the purchase Automation of Cell line development for genetically modified hiPSCs
- f. The Client granted the assignment via a <type tender>, with publication number <..>;
- g. The Contractor submitted a Tender on <date>;
- h. The Client informed the Contractor of its intention to grant the assignment to the Contractor;
- i. The Client now wishes to grant the relevant contract for <subject / order details> (hereafter: the Deliverables), in accordance with the tendering documents, which contract the Contractor wishes to accept;
- j. The Parties acknowledge the importance of correct and punctual delivery and further logistics agreements have been entered into for this;
- k. During the contract period, only product specialists from the Contractor will be deployed for service provision to the Client;
- l. In this Agreement, the Parties have laid down the arrangements concerning the conditions and provisions of the assignment granted by the Client to the Contractor for the supply of the Deliverables.

AND DECLARE TO HAVE AGREED UPON THE FOLLOWING:

1 Article 1: Definitions

In this Agreement, in addition to the definitions as specified in the LUMC General Purchasing Conditions, the following terms are defined:

- 1.1 *General Purchasing Terms and Conditions:* The LUMC's General Purchasing Terms and Conditions, version May 2021 (Appendix to the Descriptive Document);
- 1.2 *Appendices:* Annexes to the Agreement which constitute an integral part of this Agreement;
- 1.3 *Tender:* <Firm> offer dated <date> (appendix G);
- 1.4 *Agreement:* This Agreement, including all appendices.
- 1.5 *Equipment:* A (mechanical and/or electronic) tool, possibly with associated software, options and accessories, whose functions, either separately or after implementation into a greater whole, can be verified based on the agreed-upon technical, functional and operational requirements included in Appendix B.
- 1.6 *Acceptance:* The LUMC's written statement of approval regarding the Equipment supplied by the Contractor for which it has been determined that it complies with the technical, functional and operational requirements/specifications and that its proper functioning has been demonstrated.
- 1.7 *Update(s):* Changes and/or adjustments to the Equipment, both software and hardware, that are focused on maintaining and improving technical functioning in accordance with the agreed-upon specifications.
- 1.8 *Upgrade(s):* Changes and/or adjustments to the Equipment, both software and hardware, that facilitate and/or expand the application possibilities.
- 1.9 *System guarantee:* The guarantee given by the Contractor that the functioning of the supplied (Sub)System and the related Software satisfies the agreed functional, technical and operational specifications and characteristics from the moment it is operationally delivered and throughout the entire lifespan that can be reasonably expected.

2 Article 2: Agreement

- 2.1 This agreement consists of the present purchase agreement, and the appendices referred to therein, as well as any written amendment agreed and signed by both parties (hereafter "the amendment(s)" tot he purchase agreement and/or its appendices. The purchase agreement, its appendices and the amendment are integrally and inextricably linked and form one whole.
- 2.2 In the event of a definitive order, the Client will send the Contractor an Order which can serve as the basis for the invoicing and delivery. This Order will make reference to the Agreement.
- 2.3 The Contractor will perform the work described in the Agreement in accordance with the agreed implementation plan.

- 2.4 The Appendices are a part of this Agreement. To the extent that these Appendices and the Purchase Agreement contradict each other, the next ranking will apply, with the first-named document prevailing over the last-named document:
- This Purchase Agreement
 - Appendix A: Notes of information D.D. <datum>
 - Appendix B: Specifications of the Service and other agreements / The Assignment Description (including (reference to) the Schedule of Requirements) (appendix 3)
 - Appendix C: Acceptance procedure
 - Appendix D: Bank Guarantee
 - Appendix E: LUMC General Purchasing Conditions, version May 2021
 - Appendix F: Contact persons/project organisation
 - Appendix G: (Reference to) Quotation/Contractor's Tender dated <date>
- 2.5 In case of discrepancy between the Purchase agreement and amendments, the amendments will prevail.
- 2.6 The "General Purchasing Conditions of Leiden University Medical Center (LUMC), version 26 May 2021" apply to this Agreement; Appendix E contains a reference to said Conditions. The general delivery conditions or other general or special conditions of the Contractor do not apply to this Agreement or to agreements stemming therefrom and are hereby explicitly rejected.
- 2.7 All communication and fulfilment of obligations related to this Agreement will take place exclusively with employees of the Purchasing Department.

3 Article 3: Subject of the Agreement, acceptance and transfer

- 3.1 The Contractor will transfer the [description of the Service] in consultation with the Client's contact person and deliver/send, install and put into operation said Service as stipulated by this Agreement. If applicable, the Contractor will render the required services for this.
- 3.2 The Contractor is responsible for the correct functioning of the Deliverables/Equipment, as described in the Schedule of Requirements. This responsibility also extends to the parts supplied or manufactured or work performed by third parties, whether or not on the Contractor's instructions. The responsibility referred to in this paragraph does not extend to the arrangements made by the Client or third parties instructed by it that are required to allow the Contractor to install the equipment delivered.
- 3.3 For as far as this hasn't happened during the enrollment/offer from the contractor, the contractor needs to notify the Client in writing about which facilities the contractor deems necessary for correct delivery and installation of the performance/equipment and what information LUMC will need to make correct structural and other facilities in a timely manner.
- 3.4 The Deliverables/Equipment supplied is subject to an intake check, tests and checks as soon as the Deliverables/Equipment has been fully delivered by the Contractor. These tests will be carried

- out by the Client's experts involved in this matter in cooperation with the Contractor and/or using Software.
- 3.5 Acceptance will take place after it has been determined, by means of testing and checks by the Client, that the delivered Service complies fully with the agreed-upon technical, functional and operational specifications and characteristics.
- 3.6 If the results of the acceptance tests are not in accordance with the requirements set for their output, LUMC will set a reasonable term within which the Contractor will be given the opportunity to correct any shortcomings.
- 3.7 If there are deviations which result in non-conformity regarding the Equipment and/or functioning and/or functionalities thereof, the Client will notify the Contractor of this in writing, without prejudice to the other provisions concerning this elsewhere in this Agreement and/or the Appendices.

4 Article 4: Price, bank guarantees, invoicing and payment

- 4.1 The price for the Service to be rendered is € [insert], that is [xxx euros] excluding VAT.
- 4.2 The Contractor produces the Deliverables to be supplied by it in the context of this Agreement, subject to the conditions stated in the assignment granting and on the Order belonging with this Agreement.
- 4.3 Invoices must be submitted in XML (e-invoice) within 7 days after acceptance to the LUMC accounts payable department via Peppol, secure network. The LUMC complies with the European standard EN16931 for e-invoicing. Every invoice must bear a reference provided by the LUMC (order number and, if applicable, contract number and cost centre).
- 4.4 The following billing address must be stated on all invoices:
Leiden University Medical Center
Attn. Accounts Payable Department (J1-29)
PO Box 9600
2300 RC Leiden
- Invoicing takes place after the fact, i.e. after delivery. The Client observes a payment term of 30 days after receipt of the invoice.
- 4.5 The Client must clearly mark partial payments and partial invoices as partial invoices and must also indicate whether the (partial) invoice concerned is a final invoice.
- 4.6 All the amounts cited in this Agreement will be increased with the VAT owed by law and other government levies, as these apply on the particular invoice due date.

5 Article 5: Documentation and software

- 5.1 The Contractor will supply the following documents in a timely fashion, insofar as applicable in the specific case:
- a. The documentation in connection with arrangements as referred to in clause 3.3.
 - b. Operating instructions, manuals and/or user instructions tailored to the users of the (Sub)System/Equipment, per location.
 - c. Service documentation including all the necessary technical documentation for preventative and corrective maintenance.
 - d. Service software for preventative and corrective maintenance.
- 5.2 The documentation mentioned in paragraph 1, in a. and b., must be available in the Dutch language. The documentation mentioned in paragraph 1, in c. and d., must be available in the English or Dutch language; Dutch documentation is preferred. All dimensions, weights and other units must be expressed as SI units.
- 5.3 The wording and composition of the documentation must be such that it is accessible for the average user.

6 Article 6: Updates and Upgrades

- 6.1 The Contractor informs the Client about all available relevant Updates as long as the Equipment is in use at the Client. These Updates must be supplied and implemented free of charge by the Contractor after written approval from the Client.
If these are security updates without which the Contractor cannot guarantee protection of the Equipment, the Client undertakes to have these implemented.
- 6.2 When implementing Updates, the documentation at the Client will be amended, modified or supplemented free of charge.
- 6.3 The Contractor will offer the Client all available Upgrades relating to the Equipment supplied. The Client has the right to decline an Upgrade.
- 6.4 If, on the basis of its findings, the Client decides not to put the adjustment, supplement or new versions into use, this will have no consequences for the further maintenance of the Equipment by the Contractor.
- 6.5 The Client has the right to purchase available Upgrades from the Contractor throughout the entire lifespan of the Equipment.

7 Article 7: Guarantee

- 7.1 The guarantee period is set at 24 months and is counted from the moment when the Deliverables/Equipment is accepted by the Client.

- 7.2 For parts and materials which by their nature have a shorter useful life or lifespan than the Equipment as a whole, the Contractor must list these separately in writing and add them to the contract stating the measures that the Contractor will take to keep the Equipment as a whole operational throughout the period of use.
- 7.3 The guarantee from the Contractor provided for in this article means that the items supplied have been manufactured using sound material and good craftsmanship and the assembly and installation work has been performed skilfully. If faulty materials, manufacturing defects or design defects arise within the guarantee period in the items or parts supplied, the Contractor will take care of repairing or replacing these items or re-installing parts, without charging any costs. If installation errors arise within the guarantee period, the Contractor will remedy these at its own expense.
- 7.4 To assure LUMC of a full warranty period as referred to in Article 7.1, the warranty will be suspended during warranty work of a consecutive period of 14 days, as a result of which the Performance/Equipment is not available for normal use. The warranty will be revived once the warranty work has been completed and the Performance/Equipment is functioning properly again.
- 7.5 The Contractor ensures that the warranty work is started and completed with great diligence. If necessary, LUMC will determine the terms within which the warranty work must be carried out in consultation with the Contractor.
- 7.6 The warranty expires in part for the relevant Equipment if, without advance written permission from the Contractor, additions or alterations have been made to the Equipment or disruptions have been eliminated, whereby consumables and information-carrying materials have been used which do not satisfy the specifications given by the Contractor.
- 7.7 The Contractor guarantees that the functioning of the Deliverables/Equipment satisfies the agreed technical, functional and operational specifications and characteristics for an agreed period of time counted from the date of acceptance, provided that:
- a. during the guarantee period mentioned in paragraph 1 of this article, the Contractor is given the opportunity to perform the work carried out under guarantee properly;
 - b. after the guarantee period has expired, a maintenance contract is in force with the Contractor or maintenance is carried out by a party other than the Contractor but in accordance with the specifications provided by the Contractor.
- 7.8 If it should emerge during the period referred to in article 7.5 that the System guarantee described in paragraph 7 is not satisfied or not fully satisfied, the Contractor will provide for adjustments at no cost to the Client. These adjustments will be performed in consultation between the Parties and in such a way that the possibilities of the (Sub)System/Equipment are not affected.

7.9 The Guarantee and System guarantee as referred to in paragraphs 1 and 7, respectively, of this article also cover parts supplied or manufactured or work performed by third parties on the instructions of the Contractor.

8 Article 8: Maintenance

8.1 The Contractor is required to maintain the Equipment after acceptance by the Client for a minimum of ten (8) years when awarded a Service Agreement.

8.2 Throughout the warranty period, the preventative and corrective maintenance will be performed by the Contractor free of charge.

8.3 Maintenance will be provided for in a separate Agreement for the maintenance (Wibaz).

8.4 The Contractor will perform <...> maintenance in exchange for compensation of € <...> excluding VAT per year, starting in year <...>.

8.5 During the lifespan, Equipment must be maintained, if desired by LUMC. If Equipment must be depreciated early, the LUMC will be eligible for compensation by the Contractor.

9 Article 9: Training

9.1 The Contractor will provide prompt training for users, operating employees and/or physicists designated by the Client in the operation and simple day-to-day maintenance of the Equipment. The purpose of the operating training is to ensure that the Client can make optimal use of the Equipment. The Contractor will provide the training courses referred to under this point free of charge.

9.2 The Contractor is able, if desired by the Client, to provide adequate training for the Client's technicians or physicists such that the Client is able to perform the first-line activities to be carried out.

9.3 The time, manner in which, and the location of the aforementioned training courses will be decided upon after consultation between LUMC and the contractor

10 Article 10: Continuity of supply of parts and equipment-related disposables

10.1 The Contractor declares it is willing and able, after Acceptance and transfer of the Equipment, to, at the Client's request, supply original parts (or functionally equivalent alternative parts), equipment-related disposables and consumables for the Equipment throughout the technical life of the Equipment and for at least 10 years.

- 10.2 In the event of impending stagnation in the supply of original parts for the Equipment supplied, the Contractor undertakes to notify the Client of this immediately so that the Client can take measures, without prejudice to the provisions in paragraph 1.
- 10.3 In the event of actual stagnation in the supply of original parts, equipment-related disposables and consumables for the Equipment supplied, the Contractor is responsible for all direct and consequential damage, including any accelerated depreciation of the Equipment necessitated by this.
- 10.4 Upon the LUMC's request, the Contractor will provide a gross price list of parts and/or Equipment-related disposables of the Equipment.

11 Article 11: Non-compliance

- 11.1 If the Contractor exceeds the agreed upon time for delivering the performance or equipment due to or causes attributable to the Contractor and, after written notice of default, fails to fulfill its obligations within a period that is deemed reasonable within the framework of the Agreement and the interests of LUMC, the Contractor will owe LUMC a fine that is not subject to judicial mitigation. The amount of the fine is calculated in accordance with the method specified in Appendix B.
- 11.2 As soon as the Contractor or LUMC knows or can reasonably see that delivery is not possible at the agreed time, the parties will immediately inform the other party.

12 Article 12: Force majeure (non-attributable shortcoming)

- 12.1 If the Contractor cannot fulfill its obligations under this Agreement for a period of more than 60 days as a result of force majeure, LUMC has the right to terminate the Agreement by registered letter with immediate effect out of court, without this resulting in any right to compensation for the defaulting Party.

13 Article 13: Dissolution

- 13.1 In addition to the reasons stipulated elsewhere in this Agreement, agreements arising from it and/or the General Purchasing Terms and Conditions, this Agreement can be dissolved in the interim, entirely or in part, without further notice of default and without court involvement, by means of a registered letter:
- a. by either of the Parties if the other Party remains in default of performance of its obligations under this Agreement, even after a written reminder giving it a reasonable time period in which to yet comply;
 - b. by either of the Parties if one party:
 - applies for or is granted a (provisional) moratorium on payments;

- files for bankruptcy or is declared bankrupt;
 - liquidates or suspends its business;
 - is affected by (prejudgment) attachment of a substantial portion of its assets or of the (Sub)System/Equipment and its appurtenances, or must be regarded as no longer able to comply with its obligations under this Agreement.
- c. by the Client if the government imposes measures that limit the Client's functioning in such a way that the Client cannot reasonably be expected to comply with the Agreement. All costs incurred by the Contractor up to that point will be reimbursed by the Client.
- d. by the Client if, other than as the result of non-attributable failure by the Contractor and other than as a result of circumstances which are attributable to the Client, the latest dates for transfer and delivery as agreed have been exceeded to such an extent that the Client cannot reasonably be expected to maintain the agreement.
- 13.2 Dissolution of the Agreement on grounds of this article does not confer on the Contractor any right to damage compensation from the Client, with the exception of the provisions in article 12.1 under c.

14 Article 14: Intellectual property rights and/or other (similar) rights

- 14.1 With reference to articles 17.4 and 45.2 of the General Purchasing Terms and Conditions, the Contractor hereby transfers to the Client the intellectual property rights and/or other similar rights, now already for such case, which transfer is accepted by the Client immediately after these rights arise, now already for such case.

15 Article 15: Applicable law

- 15.1 Exclusively Dutch law applies to this Agreement.
- 15.2 The competent jurisdiction will be 's-Gravenhage for all disputes between the Parties stemming from this Agreement (including those disputes that are only deemed as such by one of the Parties).

16 Article 16: Statement of no Russian involvement

- 16.1 The Contractor declares under honour that there is no Russian involvement in the contract of the company he/she represents exceeding the limits set in Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended by Council Regulation (EU) No 2022/578 of 8 April 2022.

The Contractor declares in particular that:

- a) the company he/she represents (and none of the companies which are members of its consortium) is not a Russian national, or a natural or legal person, entity or body established in Russia;

b) the company he/she represents (and none of the companies which are members of its consortium) is not a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in point (a) of this paragraph;

c) neither the Contractor nor the company he/she represents is a natural or legal person, entity or body act on behalf or at the direction of an entity referred to in point (a) or (b) above;

d) there is no participation of over 10% of the contract value of subcontractors, suppliers or entities whose capacities the company he/she represents relies on by entities listed in points (a) to (c).

AS AGREED AND DIGITALLY SIGNED WITH VALIDSIGN:

The LUMC

Contractor

Name:

Name:

Title:

Title:

Signature:

{{esl:signer1:Signature:size(150,40)}}

Signature:

{{esl:signer2:Signature:size(150,40)}}

Appendices:

- Appendix A: Notes of information D.D. <datum>
- Appendix B: Specifications of the Service and other agreements / The Assignment Description (including (reference to) the Schedule of Requirements) (appendix 3)
- Appendix C: Acceptance procedure
- Appendix D: Bank Guarantee
- Appendix E: LUMC General Purchasing Conditions, version May 2021
- Appendix F: Contact persons/project organisation
- Appendix G: (Reference to) Quotation/Contractor's Tender dated <date>

Appendix A: (reference to) Notes of information d.d.

Appendix B: Specification of the Service and other agreements / Acceptance protocol / The Assignment Description (including (reference to) schedule of requirements Appendix 3)

[description of the specifications and the most important characteristics of the Service]

1 The Equipment to be supplied

- (quotation/tender)	€
-	
-	
-	
-	
-	
-	
-	
-	
Total amount for equipment, delivery, installations, commissioning	€

(All prices are excluding VAT)

LUMC order number is:

2 Locations

The Equipment to be supplied must be installed in the following area(s)/location:

3 Technical, functional and operational requirements/specifications

The Equipment must comply with the specifications as described in the Schedule of Requirements that is part of the request for quotation [insert, reference] that have been confirmed by the Contractor and described in the quotation [insert, reference], dated [insert].

4 Other agreements

For example, with regard to

delivery:

- The delivery time is [insert number of days/weeks/other];
- The installation date is scheduled for: [insert date]

price:

- The total amount owed for the supplied Equipment will be invoiced after written acceptance of the Equipment.

maintenance:

- The LUMC has the right, after the warranty period listed in section 5.1, to conclude a maintenance contract with the Contractor under the terms and conditions as set forth in the enclosed (template) maintenance contract, for an amount of: [insert] excl. VAT per year.

continuity:

- The LUMC has the right to acquire Equipment-related consumables and/or disposables for 10 year(s) under the following conditions: yearly indexation according to the NZA index with a maximum of 2%.
- LUMC has the right for [insert] years to purchase Equipment-related parts from the Contractor with a discount percentage of [insert] % compared to list prices. Note the maximum gross price increase: yearly indexation according to the NZA index with a maximum of 2%.

Name of applicant	
Department	
Cost centre	
Location of equipment (room number)	
Inventory number	

Regarding Article 6: Updates and Upgrades

- LUMC has the right to purchase available Upgrades during the entire lifespan of the (Sub-)System/Equipment. Upgrades necessary in the first 5 years will be free of charge.

Regarding Article 7: T.a.v. artikel 7: Warranty & Article 8: Maintenance

- The guarantee period as referred to in Article 7.1 of this Agreement is 24 months
- If desired, LUMC has the right, following the warranty period referred to in Article 7.1, to conclude a maintenance contract with the Contractor, under the terms and conditions as included in the attached (model) maintenance agreement, for an amount of: [fill in] excl. VAT per year .
- System warranty (article 7.7) is given for a period of 10 years.

Regarding article 11: Non-compliance

- In the event of non-compliance as referred to in Article 1 (Terms and Conditions LUMC) the Contractor will owe LUMC a fine that is not subject to judicial mitigation and consists of one year of preventative maintenance free of charge.

Appendix C: Acceptance procedure

1 General

- 1.1 This appendix specifies the acceptance procedures and acceptance criteria that are used to determine whether the (Sub)System/Equipment supplied, with any hardware and software, can be accepted by LUMC.

2 The Acceptance process

- 2.1 The acceptance process is as follows: the supplied (Sub)Systems/Equipment will undergo tests and checks as soon as they have been delivered complete and working by the Contractor. These tests are carried out by LUMC, if necessary in collaboration with the Contractor or using data provided by the Contractor at the request of LUMC.
- 2.2 If LUMC deems this desirable and possible, tests and checks can be carried out during the installation of the (Sub)System/Equipment. This in accordance with the Contractor. If this causes a delay in delivery, with regard to Article 44 (Terms and Conditions LUMC), this delay cannot be attributed to the Contractor.

- 2.3 The acceptance process is coordinated by a permanent LUMC contact person (see Appendix F).

3 Acceptance

- 3.1 Acceptance takes place after all criteria specified in this section have been met and will be confirmed in writing by LUMC, using: acceptance protocol (acceptance procedure model).
- 3.2 If not all criteria are met, LUMC can decide to proceed with 'conditional acceptance', whereby the Contractor is given the opportunity to remedy any shortcomings within a period to be agreed upon.
- 3.3 Deviations that lead to non-conformity will be communicated to the Contractor in writing as soon as a test or check has been completed.
- 3.4 LUMC will not start using the (Sub-)System/Equipment until conditional acceptance has taken place.
- 3.5 Prior to acceptance or conditional acceptance, the Contractor must supply all aids associated with the Delivery of the Performance as referred to in Article 9 of the general purchasing conditions of LUMC. Failure to deliver these resources may be reason to regard the Performance as not delivered or accepted or conditionally accepted.

4 Acceptance period

- 4.1 The total acceptance process will be completed within a period to be determined in advance by LUMC and the Contractor.

- 4.2 If LUMC needs more time, the Contractor is entitled to a statement explaining why acceptance has not yet taken place.
- 4.3 If corrective measures are necessary during acceptance, the acceptance period will be extended by the time required for the corrections.

5 The acceptance tests

5.1 The acceptance tests are coordinated by the contact person mentioned in Appendix F.

5.2 The acceptance tests include, if applicable (at the discretion of LUMC):

- -Administrative control
- Visual inspection
- - Mechanical control
- - Electrical control
- - Phantom studies
- - Functional check
- - Software control
- - Network control
- - Patient studies

An acceptance/validation protocol will be drawn up by the Contractor and/or LUMC, incorporating the above tests.

6 The acceptance criteria

6.1 Administrative check: the administrative check includes a check of the completeness of the delivered goods in accordance with the specification in Appendix B.

6.2 Visual inspection: includes visual inspection of the delivered goods in accordance with the specification in Appendix B and/or information supplied by the Contractor (eg brochures, product information, product brochures, etc.).

6.3 Mechanical check. The mechanical check includes a check of the mechanical construction. This involves looking at completeness, robustness and damage and is checked in accordance with IEC-601-1.

6.4 Electrical Control. In the case of an electrical inspection, the electrical installation is checked in accordance with NEN 1010 and NEN3134. In electrical control, the electrical equipment is checked according to IEC 601-1.

6.5 Phantom Studies. With the phantom studies, the functional specifications of the (Sub)System/Equipment are checked according to the manufacturer's specifications.

6.6 Functional Check. All system functions are tested according to the (Sub)System/Equipment and user manual

- 6.7 Software Control. All software supplied with the (Sub)System/Equipment is checked for completeness and functioning.
- 6.8 Network Control. The functioning of the (Sub)System/Equipment in combination with the department network is checked. The network functions must function fully and according to specifications without other parts of the department network being restricted in their functioning. The data files must be correctly transferred to the assessment systems in the department.
- 6.9 Patient Studies. The functioning of the (Sub)System/Equipment in full operation is tested during a predetermined period.

7 Corrective Actions

- 7.1 As soon as unacceptable deviations have been established, the Contractor will be notified immediately orally and in writing.
- 7.2 It will be determined in mutual consultation when the corrective measures will be implemented

8 Acceptance summary

- 8.1 Acceptance takes place as soon as all tests and checks have been satisfactorily completed.
- 8.2 The LUMC will inform the contractor of the acceptance orally and in writing.

Acceptance procedure - (official report)

concerns: Acceptance test statement(System name)
 Purchase order number: Advice monitor number:

D.d. (datum) is by(namen) of department.....(naam afd/divisie) tested on the following:

Criteria:

1. Administrative: checking the completeness of the delivered goods in accordance with the specification in Appendix B of [contract number].
2. Visual inspection:
3. - Visual inspection of the delivered goods according to specification in Annex A of [contract number].
 - Checking the presence of a CE marking.
4. Mechanical: check the mechanical construction. We look at the completeness and damage.
5. Electrical: check the electrical installation in accordance with the applicable standards.
 Medical equipment is controlled by Medical Technology & Clinical Physics. Fixed installations are checked by Building Management & Design.
6. Functional: check in accordance with the user manual and the functional operation of the System in accordance with the requirements and wishes described in the Schedule of Requirements.
7. Software: inspection of the installed version and the functioning of the supplied software, check for error messages.
8. Network: checking the full functioning of the Systems according to specification in combination with the existing (local) (clinical) LUMC network, without disrupting or limiting the possibilities of the (local) LUMC network.

Technical Acceptance, by (invullen naam keurende dienst)	
The following parts are hereby approved:	- - -
The following flaws have emerged:	- - -
User acceptance test fully approved?	Ja/Nee Naam:..... Datum technische Acceptatie:..... Handtekening contactpersoon keurende dienst:

Conditional technical acceptance?	Ja/Nee//Nvt ¹
Can the Equipment already be put into use, despite conditional technical acceptance?	Ja/Nee
Date, possible second acceptance test, during which defects must be repaired: (datum)

Technical Acceptance, by (invullen naam keurende dienst)	
The following parts are hereby approved:	- - -
The following flaws have emerged:	- - -
User acceptance test fully approved?	Ja/Nee Naam:..... Datum gebruikersacceptatie:..... Handtekening:
Conditional technical acceptance?	Ja/Nee/Nvt*
Can the Equipment already be put into use, despite conditional technical acceptance?	Ja/Nee
Date, possible second acceptance test, during which defects must be repaired: (datum)

The undersigned hereby declare, authorized by LUMC, that the Systems to be delivered pursuant to the Purchase Agreement (contract number) have been delivered in working order, that proper functioning has been demonstrated and that the Systems are hereby deemed to have been taken over without / subject to reservation*.

The guarantee period agreed in the Agreement commences on the date of signature on which the Systems have been taken over without reservation.

¹ In the event that conditional acceptance/take-over takes place with reservations, this must be specified per attached appendix.

* In the event that conditional acceptance/take-over takes place with reservations, this must be specified per attached appendix.

Thus drawn up truthfully by:

Name of official (LUMC)

.....

Date:

.....

(signature)

Name of official (Contractor)

.....

.....

(signature)

Appendix D: Bank guarantee; conditions and models

Conditions

The lender will state the following conditions on the bank guarantee, or link this model to the bank guarantee(s) to be provided by it:

- At its request, LUMC will immediately receive a refund of the amounts paid in advance in the event that the Contractor applies for suspension of payments or is declared bankrupt.
- - At its request, LUMC will immediately receive a refund of prepaid amounts if the Contractor does not or does not properly fulfill its obligations. LUMC will first inform the Contractor in writing of the non-performance and the Contractor has passed a term to be determined and if, in the opinion of LUMC, the performance has not been sufficient, the amount paid in advance will be refunded at the request of LUMC.
- - LUMC will keep the bank guarantee in a locked place (safe) and immediately return it to the lender once the goods have been fully delivered and accepted by LUMC.
- LUMC will treat the bank guarantee confidentially.

Bank guarantee models

Technical bank guarantee (with expiry date)

The undersigned, (name and address of guaranteeing bank),
in consideration of:

- that an order has been given by the Leiden University Medical Center, established in Leiden at Albinusdreef 2, hereinafter referred to as "LUMC", to (name and address of the Contractor), hereinafter referred to as the "Contractor", or a contract between LUMC and the Contractor is closed in this respect (description of delivery/product).
- That on the basis of the assignment/contract LUMC has the right to retain an amount of € (fill in the last payment term, which LUMC only needs to pay after the guarantee period has expired) being (fill in percentage) % of the order amount or the contract price as security for the agreed fulfillment by the Contractor of its obligations during the guarantee period;
- hat LUMC is prepared to pay the aforementioned amount in advance on submission of an irrevocable and unconditional bank guarantee.

Hereby unconditionally and irrevocably guarantees, by way of independent commitment, towards LUMC up to a maximum amount of € ... (fill in guarantee amount) (in words: (fill in guarantee amount in full) euros), as security for the agreed fulfillment by the Contractor of its warranty obligations in relation to said order/contract.

De ondergetekende verbindt zich mitsdien op eerste verzoek en de enkele schriftelijke mededeling van LUMC dat Opdrachtnemer geheel of gedeeltelijk met de nakoming van zijn bankgarantieplichtingen in gebreke is gebleven, als eigen schuld te zullen voldoen de op te geven bedragen tot maximaal € (invullen garantiebedrag).

This guarantee takes effect as soon as the amount of the withholding - whether or not as part of a final settlement - has been credited to the account of the Contractor with the undersigned and is valid up to and including [fill in]. Any claims under this warranty must reach the undersigned no later than (dd-mn-yr).

After expiration, this guarantee must be returned to the undersigned immediately.

Thus drawn up at *, on *
(Name of guaranteeing bank)

Performance guarantee (with end date)

The undersigned, (name and address of guaranteeing bank),

Having taken note of an order issued by the Leiden University Medical Center, established in Leiden at Albinusdreef 2, hereinafter referred to as "LUMC" to (name and address of the Contractor), hereinafter referred to as "Contractor" concerning (description of delivery);

Declares hereby to guarantee an amount of € (fill in guarantee amount) (in words: (fill in guarantee amount in full) euros) for the correct execution by the Contractor of the assignment given to it and commits itself to this as its own upon LUMC's first written notification debt to pay all that LUMC, in its binding opinion, declares to have claimed from the Contractor pursuant to any provision of the aforementioned assignment, up to a maximum amount of € (fill in guarantee amount) (in words: (guarantee amount in full) euros).

This warranty is valid until (fill in end date). Any claims under this warranty must reach the undersigned no later than this date.

After expiration, this guarantee must be returned to the undersigned immediately.

Thus drawn up at *, on*
(name of guaranteeing bank)

Appendix E: LUMC General Purchasing Conditions

The LUMC General Purchasing Conditions have been enclosed separately.

Appendix F: Contact persons

LUMC contact persons (the table is an example of subdivision into various contact persons):

Name:	Contact person for	Title/department	Telephone
	Contract Agreements	Purchasing Department	
	Project Management/Division Contact Person User Acceptance		
	Payment(s)	Accounts Receivable Department	
	Technical acceptance procedure for Medical Equipment, Implementation	Medical Technology and Clinical Physics	
	Technical Acceptance Procedure for Fixed Installations	Facility Management and Furnishing	

Contractor's contact persons:

Name:	Title	Telephone

Appendix G: (Reference to) Quotation/ Contractor's Tender

See separately enclosed quotation with reference dated