1. Scope
a) These Standard Purchasing Terms and Conditions are valid for all purchasing contracts for the acquisition or provision of goods and services, with the exception of the purchase of raw materials for which separate provisions apply (i.e. the General Terms and Conditions for Purchasing and Reprocessing Contracts) between Aurbus Netherlands BV (hereinafter the "Principal") and/or its affiliated companies (hereinafter the "Supplier") and/or other pre-existing conditions of the Principal or Supplier.

b) This contract is null and void if the Supplier has not expressly confirmed its acceptance.

c) The Supplier should not issue its own confirmations of order in response to orders. To the extent that the Supplier does not agree to the terms of this contract, it shall be considered as not having accepted the order, unless it has expressly acknowledged the validity of such alternative conditions in writing. The Standard Purchasing Terms and Conditions of the Principal also apply to all future orders of the Supplier, even if the Principal has not expressly stipulated their validity with the Supplier.

2. Bids / Contractual Content / Confirmation of Order
a) Bids tendered by the Supplier are legal binding as a matter of principle. In case of doubt, a bid shall be valid for a term of two weeks. A contractual agreement is officially established once the order of the Principal has been received.

b) Even provided that the order corresponds to the contractual bid, the order remains – also with respect to the indicated price – non-binding as a matter of principle and the Principal reserves the right to revoke the order until the order is formally accepted. The Supplier is obliged to justify any eventual refusal of the order without delay.

c) The order shall replace the current order in response to orders. To the extent the Supplier would like to accept a contractual bid the Principal has tendered, the Principal is authorized to make use of the above-mentioned contractual terms and conditions, even if the indicated price is not clearly noted on the order form and sent back to the Supplier. In such cases, a contractual agreement will be considered as not having been reached.

3. Prices / Payment
a) The Principal, or it must be taken back at its request free of charge. Packaging costs are to be paid by the Supplier.

b) In respect to deliveries ex-factory (cf. the most recent version of Incoterms), the Supplier commits to deliver the object of performance at its own expense and risk, according to the choice of the Principal, or it must be taken back at its request free of charge. Packaging costs are to be paid by the Supplier as a matter of principle, unless other arrangements have been made. The Principal is authorized to exercise its ownership rights – and also through commissioned third parties - for the production of replacements and repairs. The Principal is authorized to make use of these illustrations and documents within the scope of its utility rights – and also through commissioned third parties - for the production of replacements and repairs.

4. Place of Delivery, Delivery Costs, Delivery Order, Packaging
a) Unless other arrangements have been made, the delivery must take place at the delivery address indicated in the order.

b) In respect to deliveries ex-factory (cf. the most recent version of Incoterms), the Supplier commits itself to selecting the most favourable freight conditions and to completing the consignment note. The Supplier (or the shipping agent) is responsible for the entire contract.

5. Place of Delivery, Shipping Costs, Delivery Order, Packaging
a) Unless other arrangements have been made, the delivery must take place at the delivery address indicated in the order.

b) In respect to deliveries ex-factory (cf. the most recent version of Incoterms), the Supplier commits itself to selecting the most favourable freight conditions and to completing the consignment note. The Supplier (or the shipping agent) is responsible for the entire contract.

6. Place of Delivery, Shipping Costs, Delivery Order, Packaging
a) Unless other arrangements have been made, the delivery must take place at the delivery address indicated in the order.

b) In respect to deliveries ex-factory (cf. the most recent version of Incoterms), the Supplier commits itself to selecting the most favourable freight conditions and to completing the consignment note. The Supplier (or the shipping agent) is responsible for the entire contract.

7. Rights of Third Parties
a) The Supplier is obligated to observe all legal provisions connected with delivery and packaging, including yet not limited to the national standards of an official institution (NEN-EN-IEC).

b) The Principal is authorized to make use of these illustrations and documents within the scope of its utility rights – and also through commissioned third parties - for the production of replacements and repairs.

8. Indemnity / Product Liability Insurance
a) The Supplier is liable for any damage suffered by the Principal as a result of non-performance by the Supplier of its contractual obligations and/or as a result of any acts or omissions – including unlawful acts – on the part of the Supplier, its staff or any third parties hired by the Supplier.

b) The Supplier, at the Principal’s first request, will indemnify the Principal for all losses and expenses incurred by the Principal or on the basis of the services delivered. Such indemnification shall not apply if the damage resulted from the Principal’s fault or negligence. The Supplier must prove that it has already notified the Principal of any third party claim, on the basis of the manufacture, delivery, storage or use of the supplied goods or on the basis of the services delivered. Such indemnification shall not apply if the damage resulted from the Principal’s fault or negligence.

9. Offsets, Rights of Retention and Assignment Rights
a) The Supplier is entitled to exercise its offset rights and rights of retention when the counterclaims of the Supplier are uncontested by the Principal, or when the legal force of the counterclaim has already been ascertained.

b) Even provided that the order corresponds to the contractual bid, the order remains – also with respect to the indicated price – non-binding as a matter of principle and the Principal reserves the right to revoke the order until the order is formally accepted. The Supplier is obliged to justify any eventual refusal of the order without delay.

c) The order shall replace the current order in response to orders. To the extent the Supplier would like to accept a contractual bid the Principal has tendered, the Principal is authorized to make use of the above-mentioned contractual terms and conditions, even if the indicated price is not clearly noted on the order form and sent back to the Supplier. In such cases, a contractual agreement will be considered as not having been reached.

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12. Entrance Control, Visiting the Premises

a) All employees or persons commissioned by the Supplier who enter the premises of the Principal are to be treated as employees of the Principal by the Supplier, their sub-contractors, and other auxiliary persons. Such employees and persons are to be made known to the Principal in advance. The Supplier is obligated to instruct the employees and commissioned persons accordingly and to obtain their consent to these regulations.

b) Visiting the company premises of the Principal may involve a risk to personal safety and occur at the sole risk of the Supplier or the companies commissioned by the Supplier. The Supplier has the sole responsibility to provide protective measures for the benefit of its own workers and others, or for the benefit of third parties, against the risk of accident or endangerment, including fire prevention. On the company property of the Principal it is obligatory to wear protective gear for personal safety, to wear suitable clothing, and to be in possession of all uniforms under certain conditions. Instructions given by employees of the Principal especially from security personnel must be heeded without restraint. The Supplier is obligated to maintain cleanliness and order, and to arrange for the removal of waste and residual materials after the execution of various processing operations. The Supplier is liable for all damages caused by its employees and/or persons commissioned by the Supplier.

13. Confidentiality

a) All information, illustrations, conceptions, plans, and documents as well as all operational procedures, numerical data, and all other company and operational secrets, including information that has good cause to be kept secret (confidential information), which has already become known in connection with the commissioned work, must be kept confidential by the Supplier, its subcontractors, and other auxiliary persons. Such materials and information are not to be made accessible to third parties and cannot be used for third parties or any other purpose without written consent of the Principal. This duty of confidentiality shall not apply to information in respect of which the Supplier can demonstrate that such:

1) was fully owned by the Supplier before the information was disclosed by the Principal, without the Supplier being required to observe any confidentiality towards the Principal or any third party; or
2) at the time of the disclosure by the Principal was already generally known or easy to obtain, even as a result of any actions or commissions on the part of the Supplier; or
3) must be made public by the Suppliers pursuant to statutory provisions or a government order or an invariable and binding order from a court or other government body, in which case the Principal may, however, be informed about the matter. If in that consultation with the Principal, the scope of the publication by the Supplier can be limited to what is strictly necessary.

b) In addition to this, the Supplier must consider both the order itself and the work procedures resulting from it to be confidentially handled, and they must be treated correspondingly. The Supplier is obligated to treat all documents placed at its disposal confidentially, to save them in an orderly manner, and especially to ensure that third parties cannot obtain access to them. The documents may only be used for the contractual purposes agreed upon. Without the consent of the Principal, the Supplier may not use, copy or reproduce those documents, make them available to third parties, or make them public in any other manner. Should the documents not be deleted or returned to the Principal without delay the corresponding data carriers, copies, etc., after the commissioned work has been completed.

c) Software, which has been developed through programming, configuration or parameterizing techniques by the Supplier or the Principal, must also be treated with strict confidentiality and must be returned to the Principal without delay – including the corresponding data carriers, copies, etc., after the commissioned work has been completed.

d) The Supplier is obligated to inform its employees and commissioned third parties (as meant in paragraph A.14.3) about duties of confidentiality, and the Supplier must subject itself contractually to the preceding obligations regarding confidentiality.

e) The Supplier warrants that said employees and third parties shall not act in conflict with this obligation and will remain liable for all damages incurred from a violation of any one of these contractual obligations.

14. Authorship Rights/Copyright, Utility Rights, Results of Commissioned Work

a) The Principal remains unconditional owners of the rights to all confidential information that it provides to the Supplier within the context of executing this commissioned work. The Principal especially reserves all rights – e.g., property rights and authorship rights – to all information utilised for the construction of special facilities, conceptions, illustrations, plans, or other technical information, irrespective of whether this information has been transmitted orally, in writing or print, or in some other form.

b) The Supplier is authorized to utilise this information exclusively for the fullfilment of the existing contractual obligations. The Supplier is not entitled to more extensive rights or licences. In particular, the Supplier is forbidden to utilise the information involved here for its own commercial purposes or other purposes, except within the context of and for the practical purposes defined by the circumstances of the commissioned work. This is also expressly applicable to the results of the commissioned work (results achieved alone or in collaboration with other persons, including eventual rights of industrial property protection for such work results).

Subsequent to the delivery or service, the Principal acquires the right of unrestricted utilisation of the work or service. The contractual parties agree that the Principal is – in both the spatial and temporal sense and without a separate calculation – unconditionally entitled to all rights connected with the created, developed, and manufactured results of the commissioned work. As a precautionary measure, the Supplier hereewith irrevocably transfers to the Principal its rights and claims to all results of the commissioned work, including all rights of industrial property protection and utility rights for works and patents protected by copyright, rights of registration, renewal, and prolongation, including the right of assignment to third parties.

15. Rights of Third Parties, Protective Rights

a) The Supplier guarantees that no rights of third parties will be violated in connection with its delivery or service and that this includes all of their component parts and replacement parts - are exempt from (above all) ownership reservations, rights of industrial property protection, liens, patent rights, and other encumbrances. This applies to foreign property rights only if the existence of the Supplier was aware of the fact that the goods would be delivered within the jurisdiction of that protective right.

b) Should rights of third parties exist in this context, the Supplier is obligated to redress any violations of third-party rights in order to ensure that the Principal is capable of using the delivery without restriction and without litigation by third parties.

c) With respect to claims of the Principal arising from defective goods and services, the statute of limitations extends for 10 years after delivery.

d) The Supplier must release the Principal from all obligations arising from the fact that a delivered object or one of its parts is encumbered with third-party rights.

16. Subcontractors

The Supplier may commission subcontractors to fulfill its contractual obligations only after prior written approval has been granted. Intended subcontractors must be reported to the Principal at a reasonable time prior to the conclusion of the contract. Even provided that the consent to the involvement of subcontractors has been given, the Supplier alone remains directly responsible to the Principal.