



Effective July 2017

Netbeheer Nederland
Anna van Buerenplein 43
2595 DA The Hague

PO Box 90608
2509 LP The Hague
Telephone +31 70 - 205 50 00
secretariaat@netbeheernederland.nl

www.netbeheernederland.nl

GENERAL CONDITIONS FOR THE PURCHASE OF GOODS

Article 1	Definitions
Article 2	Scope
Article 3	Conclusion of the Agreement
Article 4	Prices
Article 5	Delivery
Article 6	Ownership & Risk
Article 7	Software user right
Article 8	Resources
Article 9	Invoicing and payment
Article 10	Quality and warranty
Article 11	Testing, Inspection & Checks
Article 12	Confidentiality
Article 13	Intellectual Property Rights & Other Third-Party Rights
Article 14	Maintenance and Updates
Article 15	Transfer
Article 16	Liability
Article 17	Insurance
Article 18	Amendment and Termination
Article 19	Applicable Law & Disputes

GENERAL CONDITIONS FOR WORK

Article 1	Definitions
Article 2	Scope
Article 3	Performance of the Work & Supervision
Article 4	Engagement of third parties
Article 5	Fees
Article 6	Contractual variations
Article 7	Nuisance
Article 8	Interruption of the Work
Article 9	Resources
Article 10	Energy & Water
Article 11	Use of Grounds and Buildings
Article 12	Occupation Method
Article 13	Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act and Labour Market Fraud (Bogus Schemes) Act
Article 14	Personal Liability

GENERAL CONDITIONS FOR THE PURCHASE OF GOODS

Article 1 Definitions

Netbeheer Nederland:

Association for energy network operators in the Netherlands, having its registered office at Anna van Buerenstraat 43, (2595 DA) The Hague.

Seller: the Other Party to the contract with Netbeheer Nederland.

Agreement: any legal relationship to which these purchasing conditions may apply under Article 2.

Article 2 Applicability

- 1 These purchasing conditions apply to any request, offer or agreement in which Netbeheer Nederland acts as a buyer of goods.
- 2 The term "goods" includes all goods of any kind, including software and custom-made products.
- 3 These purchasing conditions also apply to Work as referred to in Article 1 of the General Terms and Conditions for Work with due observance of Article 2 (2) of those General Terms and Conditions.
- 4 These terms and conditions may only be departed from by written agreement.

Article 3 Conclusion of the Agreement

- 1 An offer made by the Seller is irrevocable for 30 days following its receipt by Netbeheer Nederland.
- 2 If the offer is accepted in writing, the Agreement is concluded when Netbeheer Nederland sends its acceptance to the Seller.
- 3 If the offer is accepted verbally, the Agreement is concluded at the time of acceptance.
- 4 Netbeheer Nederland reserves the right to make amendments and additions to the offer. In that case, the Agreement is concluded when Netbeheer Nederland receives written confirmation of the order in accordance with the amended or supplemented offer or when the Seller effectively starts to perform the Agreement.
- 5 When performing framework agreements, the Agreement is concluded each time Netbeheer Nederland places the order for a full or partial delivery.
- 6 Specifications, drawings, models, instructions, inspection regulations, etc., provided or approved by Netbeheer Nederland for the performance of the Agreement, form part of the Agreement.

Article 4 Prices

- 1 The prices are fixed and do not include VAT. The Seller shall bear all taxes and duties related to the delivery.
- 2 The prices include the costs of transport, customs clearance, insurance and packaging.

Article 5 Delivery

- 1 Delivery shall take place at the agreed location and time.
- 2 The Seller shall notify Netbeheer Nederland in writing without delay as soon as he knows or suspects that he will be unable to perform the Agreement, stating the causes or possible causes. In that case, the Seller and Netbeheer Nederland shall consult on the situation,

subject to the proviso that the ultimate decision rests with Netbeheer Nederland.

- 3 Netbeheer Nederland shall not be held in default if, for any reason, Netbeheer Nederland is unable to take receipt of the goods at the agreed time. In that case the goods shall remain at the Seller's risk, and the Seller shall store the goods and insure them to the satisfaction of Netbeheer Nederland for a fee to be agreed.
- 4 The Seller shall ensure that the goods are accompanied by all relevant documentation, test and warranty certificates.
- 5 The goods must be properly packed and marked in accordance with the instructions of Netbeheer Nederland.

Article 6 Ownership & Risk

- 1 The ownership of and risk of the goods are transferred at the time of delivery, as soon as Netbeheer Nederland takes receipt of the goods at the agreed place of delivery.
- 2 Contrary to the provisions of the first paragraph, ownership of the goods is transferred when the down payment is made. The Seller shall mark the relevant goods as the property of Netbeheer Nederland and indemnify Netbeheer Nederland against loss, damage and rights exercised by third parties. The goods shall be at the Seller's risk between the time of transfer of ownership and the time of de facto delivery. The Seller shall adequately insure the goods referred to in the previous sentence against all risks at his own expense.

Article 7 Software user right

- 1 Insofar as the goods supplied consist of operating and/or application software or other software, Netbeheer Nederland shall acquire a transferable right of use.
- 2 The right of use relates to the software for all activities Netbeheer Nederland considers conducive to its normal business activities.

Article 8 Resources

- 1 The materials, drawings, models, instructions, specifications, software, tools and other resources made available by Netbeheer Nederland to the Seller or purchased or manufactured by the Seller on behalf of Netbeheer Nederland which in any way support the goods to be delivered shall remain or become the property of Netbeheer Nederland at the time of purchase or manufacture.
- 2 The Seller shall recognisably mark the resources referred to in paragraph 1 as the property of Netbeheer Nederland, keep them in good condition and insure them at the Seller's expense against all risks for as long as the Seller acts as the holder of those resources on behalf of Netbeheer Nederland.
- 3 How the resources are used is at the Seller's risk.
- 4 The Seller shall make the resources available to Netbeheer Nederland on demand, but no later than at the time of delivery of the goods to which the resources relate.

- 5 The Seller may only use the resources for and in the context of the delivery to Netbeheer Nederland.
- 6 Changes to or departures from the resources made available or approved by Netbeheer Nederland are only permitted with the prior written approval of Netbeheer Nederland.

Article 9 Invoicing and Payment

- 1 Invoices are sent, stating the order number, to the specified invoice address at the same time as or immediately following delivery of the goods, specified by number and type, and otherwise following the instructions of Netbeheer Nederland. Invoices must meet the requirements of the Turnover Tax Act of 1968.
- 2 Payment is due within 30 calendar days of receipt of the invoice, provided that Netbeheer Nederland has not objected to the method of performing the Agreement before the end of the period mentioned above. Payment of the purchase price in no way implies relinquishment of any rights.

Article 10 Quality and warranty

- 1 The Seller guarantees that the goods delivered are in keeping with the Agreement, suitable for their intended purpose, and meet the relevant regulations and the safety and quality standards customary in the industry.
- 2 The Seller grants a warranty period of at least one year for the goods. The expiry of the warranty period shall not affect the statutory and contractual rights of Netbeheer Nederland. The agreed warranty means in all cases that the Seller will remedy any defect reported to the Seller in writing by Netbeheer Nederland within the warranty period as soon as possible, at the expense of the Seller, including the additional costs. If the Seller has altered, repaired or replaced goods or parts thereof based on this obligation, a new warranty period shall come into force concerning these goods or parts.

Article 11 Testing, Inspection & Checks

Netbeheer Nederland may perform tests, inspections or checks before, during or after delivery. The Seller shall grant access to where the goods are manufactured or stored and cooperate with the tests, inspections and checks requested by Netbeheer Nederland. Such cooperation includes providing the required documentation and information at the Seller's expense.

Article 12 Confidentiality

- 1 The Seller shall protect the confidentiality of information that comes to its notice, directly or indirectly, through or about Netbeheer Nederland and which is or can reasonably be assumed to be confidential.
- 2 The Seller undertakes in writing to maintain the same confidentiality with regard to third parties it engages in the performance of the Agreement.
- 3 Without Netbeheer Nederland's prior written consent, the Seller shall not give any form of publicity to the conclusion or performance of the Agreement.
- 4 The Seller shall not use goods or services jointly developed by Netbeheer Nederland and the Seller for third parties without the written consent of Netbeheer Nederland.

Article 13 Intellectual Property Rights & Other Third-Party Rights

- 1 The Seller guarantees that Netbeheer Nederland's usage, including the resale, of the goods delivered by the Seller or of the resources purchased or manufactured by him on behalf of Netbeheer Nederland will not infringe any intellectual property right or other rights of third parties. If the deliverable goods or resources are subject to third-party rights, the Seller shall ensure that Netbeheer Nederland acquires the user rights free of charge. Netbeheer Nederland reserves the right to agree on the right of use directly with the third party or parties concerned at the Seller's expense.
- 2 Should it emerge that the usage by Netbeheer Nederland, as referred to in the first paragraph infringes or threatens to infringe any intellectual property right of a third party, the Seller is obliged to:
 - i replace the goods or resources in question with equivalent goods which do not infringe third-party rights; or
 - ii obtain a user right for the goods or resources concerned; or
 - iii modify the relevant goods or resources in such a way that the infringement is eliminated, all of this a) in consultation with Netbeheer Nederland, b) without giving rise to additional costs for Netbeheer Nederland beyond the agreed purchase price and c) without the usage options being more restricted compared to the goods or resources originally supplied.

Article 14 Maintenance and Updates

- 1 The Seller shall remain available for a reasonable period at the request of Netbeheer Nederland to carry out maintenance on delivered goods.
- 2 Insofar as the goods supplied consist of operating and/or application software, the Seller shall ensure that maintenance is available on the current releases and/or versions of the software during the term of the Agreement. During that period, the Seller shall keep the software in good working order on its own initiative as well as on the request of Netbeheer

- Nederland, by means of maintenance and updates.
- The Seller shall ensure that the maintenance activities are commenced and completed without delay. In this context, the Seller guarantees that it has at its disposal the workforce, knowledge and resources required to carry out the relevant activities without delay.

Article 15 Transfer

- The Seller shall not assign its rights and obligations under the Agreement, either in whole or in part, to any third party, nor shall it subcontract the performance of its obligations to any third party, without the prior written consent of Netbeheer Nederland. Netbeheer Nederland is entitled to attach conditions to its consent.
- In urgent cases and if after consultation with the Seller it may reasonably be assumed that the Seller will not fulfil its obligations under the Agreement, the Seller shall be obliged at the request of Netbeheer Nederland to subcontract the performance of the Agreement in whole or in part to third parties at the expense and risk of the Seller, without the Seller being released from its obligations under the Agreement. Netbeheer Nederland is entitled, at the Seller's expense, to agree on the performance of the Agreement directly with third parties to be chosen by Netbeheer Nederland.

Article 16 Liability

- The Seller is obliged to compensate all damage or losses suffered by Netbeheer Nederland due to or in connection with the Seller's performance of the Agreement. The Seller's obligation to pay compensation does not extend to compensation for loss of profit and damage caused by loss of production unless the Seller is insured for this.
- The Seller indemnifies Netbeheer Nederland against all claims of third parties for compensation for damage or losses as referred to in the first paragraph. In this paragraph, third parties are understood to include personnel of Netbeheer Nederland and persons working on the instructions of Netbeheer Nederland.
- The Seller shall take out adequate insurance against its liability and risks as described in the previous paragraphs.

Article 17 Insurance

- At the first request of Netbeheer Nederland, the Seller shall allow the inspection of the insurance policies the Seller is obliged to take out under these purchasing conditions.
- If, in connection with any liability in respect of Netbeheer Nederland, the Seller is entitled to a payment under an insurance agreement, the Seller shall ensure that this payment is made directly to Netbeheer Nederland; to this end, Netbeheer Nederland may require that:
 - the Seller conclude the insurance agreement on behalf of Netbeheer Nederland or that
 - the Seller cede a possible insurance claim to Netbeheer Nederland, this being at the discretion of Netbeheer Nederland. The Seller irrevocably authorises Netbeheer Nederland to receive a compensation payment.

Article 18 Amendment and Termination

- Netbeheer Nederland is entitled to require that changes be made to the nature and scope of the goods to be supplied. The changes may not be of such a nature that it may reasonably be assumed that the Seller would not have entered into the Agreement had

it been aware of the changes beforehand. Netbeheer Nederland shall give written notice of the desired changes.

- Netbeheer Nederland is authorised to terminate the Agreement prematurely through written notification to the Seller, provided that sufficiently compelling reasons are given. The Seller shall cease the performance of the Agreement immediately upon receipt of the written notification.
- In the event of a change or termination pursuant to paragraph 1 or paragraph 2 of this Article, Netbeheer Nederland and the Seller shall consult on the implications, subject to the provision that the Seller is entitled to reasonable compensation, not consisting of compensation for loss of production and loss of profit.
- If the Seller fails to comply with the Agreement, as well as in the event of his bankruptcy or suspension of payments or cessation of activities, the Seller shall be in default by operation of law and Netbeheer Nederland shall be entitled, at its discretion, to:
 - terminate the Agreement unilaterally in whole or in part through written notification to the Seller; and/or
 - suspend its payment obligations; and/or
 - transfer the performance of the Agreement in its entirety or in part to third parties at the Seller's risk and expense;the above is without Netbeheer Nederland thus becoming liable for compensation and without prejudice to any rights otherwise accruing to Netbeheer Nederland, including the right of Netbeheer Nederland to full compensation.
- In the event of the Seller's bankruptcy or suspension of payments, all of Netbeheer Nederland's claims with respect to the Seller under the Agreement shall become immediately due and payable.

Article 19 Applicable Law & Disputes

- The Agreement and all agreements ensuing from it are governed exclusively by Dutch law. The effect of the Vienna Sales Convention is excluded.
- All disputes arising between the parties under this Agreement or subsequent, related agreements shall be submitted exclusively to the competent court in the district of The Hague.
- Contrary to the provisions of the second paragraph, Netbeheer Nederland reserves the right to stipulate that the dispute be settled by arbitration. In that case, the matter shall be arbitrated in accordance with the Arbitration Regulations of the Netherlands Arbitration Institute.

GENERAL CONDITIONS FOR WORK

(annexed to the General Conditions for the Purchase of Goods)

Article 1 Definitions

The definitions in Article 1 of the General Conditions for the Purchase of Goods apply mutatis mutandis.

Purchasing conditions:

the General Conditions for the Purchase of Goods of Netbeheer Nederland.

Work:

all Work and services, other than under an employment contract, performed on the instructions of Netbeheer Nederland, whether or not related to the supply of goods.

Other Party:

the party entering into the Agreement with Netbeheer Nederland.

Article 2 Applicability

- 1 These conditions apply to Work.
- 2 If and insofar as these conditions are not contrary to the purchasing conditions, the latter apply mutatis mutandis.

Article 3 Performance of the Work & Supervision

- 1 The Other Party will carry out the Work accurately and entirely in accordance with the Agreement.
- 2 The Other Party will carry out the Work using competent and expert persons.
- 3 The Other Party will provide adequate supervision and management.
- 4 If the Work is or will be performed mainly at a location designated by Netbeheer Nederland, the Other Party shall, at the request of Netbeheer Nederland, specify in writing the personal details relevant to the performance of the Work of the persons carrying out or who are to carry out the Work.
- 5 On request, the Other Party will make use of a timesheet or other means of verification to be determined by Netbeheer Nederland to set the hours worked by the persons referred to in the fourth paragraph.
- 6 Work on location at Netbeheer Nederland will be carried out during normal office hours there.
- 7 Netbeheer Nederland may deny the persons referred to in this article access to its grounds and/or buildings or the work site or require the Other Party to remove them immediately from those grounds or buildings if they:
 - in the opinion of Netbeheer Nederland, are clearly not fit for the task;
 - misbehave in such a way that their presence, in the opinion of Netbeheer Nederland, is undesirable; or
 - otherwise evidently act in breach of an obligation under the Agreement. The Other Party shall provide a replacement at the first request of Netbeheer Nederland.

Article 4 Engagement of third parties

- 1 The Other Party may not have the Work performed in whole or in part by third parties without the written consent of Netbeheer Nederland.

- 2 If the Other Party engages a third party for the performance of Work, the Other Party shall, in its agreement with that third party, implement the provisions of the Agreement insofar as applicable, including the obligation of that third party to do the same in respect of the third party it engages with the written consent of Netbeheer Nederland.
- 3 Consent given by Netbeheer Nederland under this provision shall not affect the liability of the Other Party for the conduct of the third party or parties engaged.

Article 5 Fees

The fees agreed for the Work include all costs to be incurred by the Other Party for the proper performance of the Work, including travel and accommodation expenses, insurance costs, the costs of the resources referred to in Article 9 and the taxes and contributions, except for VAT, payable by the Other Party for the performance of the Work.

Article 6 Contractual variations

Netbeheer Nederland is only obliged to pay for additional work that it has ordered in writing. The settlement of reduced work is determined in mutual consultation.

Article 7 Nuisance

The Other Party shall coordinate in advance with Netbeheer Nederland the performance of activities which, as may reasonably be expected, may cause Netbeheer Nederland or third parties to experience nuisance.

Article 8 Interruption of the Work

If required by operational circumstances, the Other Party shall, at the request of Netbeheer Nederland, interrupt its activities or have them interrupted. The financial implications will be discussed.

Article 9 Resources

- 1 The Other Party will itself provide all resources required for the Work, such as personal safety equipment, tools, scaffolding and so on; this equipment must be of sound quality.
- 2 If the Other Party uses resources of Netbeheer Nederland with Netbeheer Nederland's permission, that use shall be at the risk of the Other Party and the Other Party shall be liable for any loss arising from such use. On completion of the work, the Other Party shall return all the equipment to Netbeheer Nederland in the condition in which he received them. The Other Party will report observable defects without delay.

Article 10 Energy & Water

If the Other Party requires energy and/or water for the Work, Netbeheer Nederland will make this available free of charge if a connection is available locally.

Article 11 Use of Grounds and Buildings

Items will only be stored by or on behalf of the Other Party on the grounds or in the buildings of Netbeheer Nederland with the written consent of

Netbeheer Nederland, which must also designate a storage place. The same applies to installing construction huts, sanitary facilities, etc. All necessary facilities and the costs for their use are at the expense of the Other Party.

Article 12 Occupation Method

The Other Party will deploy wherever possible the same people for the Work as previously deployed for Work by Netbeheer Nederland, especially for similar activities.

Article 13 Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act and Labour Market Fraud (Bogus Schemes) Act

1 The Other Party is obliged to cooperate with:

- a) the provision of guarantees for the collection of payroll taxes (taxes and social security contribution) related to the Work; and

- b) the indemnification of Netbeheer Nederland.

2 If a guarantee fund is maintained partly on behalf of the Other Party, the Other Party shall submit the necessary details as soon as possible so that Netbeheer Nederland can proceed with notification. The Other Party will not commence the Work until the declaration of indemnity has been received from the guarantee fund.

3 If, for any reason, no guarantee fund is used, the Other Party shall provide a G-account (guarantee account) unless Netbeheer Nederland states that it wishes to make a direct payment to the Tax and Customs Administration. The Other Party shall state on the invoice the total amount of taxable wages and the percentage agreed with Netbeheer Nederland to be paid into the G account or directly into the G-account in respect of payroll tax.

4 At the request of Netbeheer Nederland, the Other Party will enclose with the invoice or refer to a work statement showing which persons were assigned to perform the Work on which days and for how many hours a day. The personal data includes name, date of birth and Dutch personal ID number (*burgerservicenummer*). The Other Party will also declare that it employed the persons referred to at the time of the Work.

5 If the reverse charge procedure under the Turnover Tax Act applies, the invoice will state that the sales tax (VAT) is reverse-charged, in which case no VAT will be charged.

Without prejudice to the provisions of the previous paragraphs, the Other Party must comply with the legal obligations and permits for all workers present at the Work. Netbeheer Nederland reserves the right to exercise control in this respect. The Other Party is obliged to cooperate in this.

6 The Other Party further undertakes to pay the full wages (as agreed with its employees or pseudo-self-employed persons) to the employees or pseudo-self-employed persons it has deployed for the Work, and these wages will be at least equal to the wages payable at any time based on the applicable Collective Labour Agreement and, if no Collective Labour Agreement applies, at least equal to the wages applicable at any time based on the Minimum Wage and Minimum Holiday Allowance Act. In the case of subcontracting, the Other Party further undertakes to agree the same contractual stipulation for the prevention of underpayment with the subcontractor(s) it has engaged. The Other Party indemnifies Netbeheer Nederland against any (alleged) liability (including imposed (administrative) fines, penalties and (legal) costs) in the

situation that the Other Party has not met its obligations under this article or met them in full.

Article 14 Personal Liability

1 For the performance of the Work, the Other Party will: *i*) exclusively use the services of persons who have a valid residence permit and work permit and who can identify themselves at all times and *ii*) comply with the legal obligations pursuant to the Working Conditions and Working Hours Act and the associated decrees.

2 The Other Party shall be liable - and shall indemnify Netbeheer Nederland and its personnel - for any losses (including imposed (administrative) fines, penalties and (legal) costs) *i*) caused by the Other Party and/or the persons he deploys and/or the third party or parties engaged by him for the performance of the Work, *ii*) which arise because the Other Party has not or not completely met its obligations under this article *iii*) as a result of illness, injury and/or death of the persons deployed by the Other Party or the third party or parties engaged by him, and *iv*) for the damage to and/or loss of the property of the Other Party and/or the persons deployed by him and/or the third party or parties engaged by him.

3 The Other Party will take out adequate insurance against its liability and risks as described in the previous paragraphs.