

## Article 1 – Definitions

**Keolis Nederland:** the private company with limited liability Keolis Nederland B.V., with registered offices in Doetinchem, with offices in Deventer, also trading as Syntus, or a legal entity, company, or branch affiliated with this private company with limited liability, which acts as the user of these General Purchase Conditions.

**Supplier:** the natural or legal entity who/which provides Services and/or Goods to Keolis Nederland based on the Agreement.

**Goods:** material objects that must be delivered, including their assembly and/or installation.

**Services:** the work carried out by the Supplier for Keolis Nederland based on the Agreement. **Agreement:** any written agreement between Keolis Nederland and the Supplier concerning the provisions of Goods and/or Services to Keolis Nederland to which these General Purchase Conditions apply.

**In writing:** any reference to *in writing* in these conditions refers to communication in writing using characters. This includes electronic documents.

## Article 2 – Applicability

1. These General Purchase Conditions apply to all requests, offers, contracts, and agreements concerning the provision of Goods and Services concluded with Keolis Nederland.
2. The applicability of general terms and conditions of the Supplier, whatever called, is explicitly rejected.
3. Keolis Nederland and the Supplier may only deviate from the provisions of these General Purchase Conditions in writing and by mutual acceptance. The Supplier cannot derive any future rights from any agreed deviations from these General Purchase Conditions.
4. If one or more provisions of these General Purchase Conditions are destroyed or found to be void, the other provisions will remain in full force and effect, and the parties will consult on (a) new provision(s) to replace the destroyed or void provision(s), in which respect the intent of the destroyed or void provision(s) will be taken into account to the greatest possible extent.

## Article 3 – Conclusion, amendment, and renewal of the Agreement

1. Quotations or offers submitted by the Supplier, in whatever form, will be free and cannot be revoked for a period of at least sixty (60) days after receipt by Keolis Nederland, unless the parties have agreed otherwise in writing.
2. The submission of a quotation or an offer does not require Keolis Nederland to conclude an agreement with the Supplier.
3. All actions performed by the Supplier prior to the conclusion of the Agreement are for its own risk and account.
4. The Agreement will only be concluded by means of written acceptance of the quotation or offer by Keolis Nederland.
5. The Agreement will consist of the written agreements between Keolis Nederland and the Supplier, in conjunction with these General Purchase Conditions, and will replace all previous proposals, correspondence, and agreements, in whatever form.
6. Verbal or written commitments or agreements by or with employees of Keolis Nederland will only be binding to Keolis Nederland if and once they have been confirmed in writing by a signatory authorized for this purpose.
7. Amendments and/or supplements to the Agreement will only be binding if Keolis Nederland has accepted these in writing.
8. Any periods will be set out in the Agreement. Term agreements will be concluded for a definite period and will end by operation of law. Agreements can never be tacitly renewed.

## Article 4 – Prices and rates

1. Agreed prices and rates are in euros (€), include any costs and surcharges, and cannot be changed, unless the parties have expressly agreed otherwise.
2. Agreed prices and rates do not include turnover tax (VAT), but do include all other government taxes, levies, and duties.

## Article 5 – Invoicing and payment

1. Unless agreed otherwise, Keolis Nederland will pay invoices submitted by the Supplier within thirty (30) days of receipt. If an invoice has been received before the Goods and/or Services have been provided in full, Keolis

Nederland will pay this invoice with thirty (30) days of the completion of the provision.

2. Invoicing will preferably take place by e-mail and/or electronic data transmission, or otherwise by mail. Invoicing by e-mail and/or electronic data transmission will only be possible after the express written permission of Keolis Nederland and will take place based on a format defined by Keolis Nederland.
3. Invoices must be sent to the administrative department of Keolis Nederland, stating the purchase order number provided by Keolis Nederland. Invoices that do not meet this requirement will not be accepted.
4. Payment by Keolis Nederland does not imply a waiver of any rights.
5. Keolis Nederland reserves the right to settle any claims on the Supplier with the invoice.
6. If Keolis Nederland fails to meet its payment obligations (on time), Keolis Nederland will not be required to pay more than the statutory interest on the due invoice amount, and only after the Supplier has sent Keolis Nederland a written notice specifying a reasonable period to fulfil its obligations.

#### **Article 6 – Period and manner of the provision of Goods and Services**

1. The Supplier will provide the Goods and/or Services at the agreed time or within the agreed period. In case of late delivery, the Supplier will be in default without further notice being required, except in case of force majeure. If this is the case, Keolis Nederland has the right to dissolve the Agreement without prejudice to its other rights, including the right to claim compensation.
2. If the Supplier suspects that the delivery will be delayed, it must immediately inform Keolis Nederland in writing and indicate the cause and expected duration of the delay, as well as any measures it has taken or will take to prevent further delays. This does not affect this rights of Keolis Nederland as set out in paragraph 1 of this article and elsewhere in these General Purchase Conditions. The Supplier will not be able to invoke a case of force majeure if the aforementioned written notice has not been provided.
3. Goods will be delivered and their ownership will be transferred to Keolis Nederland once they have been delivered in a free and encumbered state to the location designated by Keolis Nederland. Packaging and shipment instructions given by Keolis Nederland must also be strictly observed.
4. Packaging, storage, and transport, by whatever means, of the Goods to be delivered will be for the risk and account of the Supplier.

5. The risk of the delivered Goods and/or Services will only transfer to Keolis Nederland once it has accepted the Goods and/or Services.
6. The Supplier will for its own risk and account arrange all materials and equipment (including tools) used for the implementation of the Agreement that have not been provided by Keolis Nederland, unless otherwise agreed in writing.
7. Keolis Nederland reserves the right to inspect and examine the delivered Goods and/or Services. The Supplier must cooperate with this.
8. If Keolis Nederland rejects Goods and/or Services, it will inform the Supplier in writing with substantiation, after which the Supplier will be required to provide a replacement or carry out repairs at no additional cost.

#### **Article 7 – Certification and warranty**

1. The Supplier guarantees that it is in the possession of valid ISO 9001 and ISO 14001 certificates and will provide Keolis Nederland with these certificates at its first request.
2. The Supplier also guarantees that the delivered Goods and/or Services will (continue to) comply with the Agreement and their specifications, properties, and requirements imposed or common in the commercial sector. This also applies to applicable statutory regulations, including those related to health, safety, and the environment.
  - 1 The minimum warranty period must be at least 1 year, starting on the day on which Keolis Nederland has accepted the Goods and/or Services.
3. If Keolis Nederland believes that the Goods and/or Services do not meet the requirements of the Agreement, Keolis Nederland has the following options during the warranty period, without prejudice to all its other rights and claims:
  - a) returning the Goods for the risk and account of the Supplier;
  - b) free replacement or repairs of the Goods and/or Services;
  - c) dissolution of the Agreement and claiming compensation.
4. If it must be reasonably assumed that the Supplier cannot or will not (timely) or properly carry out repairs or a replacement, Keolis Nederland has, in urgent circumstances, the right to arrange the replacement or repairs itself, or hire a third party for this purpose, the costs of which will be borne by the Supplier.
5. The Supplier guarantees that the Services provided by it or on its behalf pursuant to the Agreement will be carried out in a competent

manner and that its staff meets and will continue to meet the agreed qualities in terms of training, expertise, and experience for the duration of the Agreement.  
7. The Supplier accepts the Supplier Charter ([www.keolis.nl](http://www.keolis.nl)).

#### **Article 8 – Intellectual property rights**

1. All intellectual and industrial property rights that may arise from and can be exercised in relation to the results of the Agreement and/or the delivered Goods and/or Services will be held by Keolis Nederland. Insofar as necessary, the Supplier transfers the intellectual and industrial property rights to Keolis Nederland in advance at no additional cost. The Supplier will always cooperate with any pending transfer of these rights to Keolis Nederland.
2. If the Supplier provides Goods and/or Services that are encumbered by intellectual or industrial property rights of third parties, the Supplier will grant Keolis Nederland an exclusive and unlimited usage right for an indefinite period.
3. The Supplier guarantees that the provided Goods and/or Services in no way infringe on the rights of third parties, including intellectual and industrial property rights, and will indemnify Keolis Nederland both judicially and extrajudicially against all claims by third parties arising from or related to any infringement on the above rights, and will compensate Keolis Nederland for all damage and costs that arise from these infringements.

#### **Article 9 – Confidentiality and data protection**

1. The parties undertake, and impose this obligation on their staff and any hired third parties, not to disclose, including through social media channels, any information and/or particularities about or related to the company of the other party shared with them in the context of the Agreement in any manner, including but not limited to financial, personnel, commercial, technical and other data files, trade secrets and knowledge, regardless of whether this information and/or these particularities belong to the other party or third parties, and of which the other party knows or should know that this information and/or these particularities are confidential and that its/their distribution or disclosure will or could lead to damage to the other party or third parties, unless any statutory regulation or court order demands this disclosure, and undertake not to use this information for their own purposes.

2. This duty of confidentiality will remain in full force and effect after the implementation of the Agreement.
3. Where relevant or necessary, the parties will cooperate with the conclusion of a confidentiality agreement which defines their rights and obligations related to the duty of confidentiality.
4. If this duty of confidentiality is violated, the parties have the right to suspend the Agreement with immediate effect, or to dissolve the Agreement and demand compensation without a notice of default and/or judicial intervention being required.
5. The parties must comply with applicable privacy laws and regulations, including the regulations on the processing of personal data pursuant to the General Data Protection Regulation (GDPR).
6. Where relevant or necessary, the parties will cooperate with the conclusion of a separate agreement which defines their rights and obligations related to privacy and data protection.

#### **Article 10 – Use of Keolis Nederland name and logo**

The Supplier may not disclose information about the agreement or the relationship with Keolis Nederland or use the brands and logos of Keolis Nederland without the prior written permission of the latter. Keolis Nederland may make this permission subject to conditions.

#### **Article 11 – Transfer of rights and obligations to third parties/subcontracting**

1. If the Supplier wishes to make use of services of third parties for the implementation of the Agreement, whether or not based on subcontracting, it may only do so after the express written permission of Keolis Nederland. Keolis Nederland may make this permission subject to conditions.
2. Permission granted by Keolis Nederland will affect not the responsibility and liability of the Supplier for its compliance with the obligations under the Agreement and obligations pursuant to tax and social security legislation. The Supplier indemnifies Keolis Nederland against any liability concerning the obligations of the Supplier arising from tax and social security legislation, including any fines and/or interest.

#### **Article 12 – Liability and force majeure**

1. If the Supplier fails to fulfil its obligations pursuant to the Agreement, it will be in default without further notice being required and held

to compensate Keolis Nederland for any damage it has suffered and will suffer, unless a case of force majeure exists.

2. In case of force majeure, the Supplier may suspend the fulfilment of its obligations pursuant to the Agreement, provided that the Supplier immediately informs Keolis Nederland in writing, at the latest within twenty-four (24) hours after the occurrence of the force majeure, stating the cause of the force majeure and with submission of proof. Keolis Nederland will then have a period of eight (8) business days to dissolve the Agreement in writing without this resulting in any right to compensation of the Supplier, or to agree on a period with the Supplier during which the parties suspend the fulfilment of the agreed obligations pending the resolution of the force majeure.

3. The Supplier undertakes to resolve (or have resolved) any cause of force majeure as soon as possible.

4. Force majeure will not include illness/lack of staff, strikes, shortcomings of third parties hired by the Supplier, defects in or unsuitability of auxiliary equipment and/or financial difficulties at the Supplier.

5. All (extra) judicial costs incurred by Keolis Nederland as a result of the failure of the Supplier will be borne by the latter.

6. The Supplier indemnifies Keolis Nederland against all claims by third parties or compensation of damage arising from shortcomings in the provided products, including safety defects within the meaning of product liability legislation, or as a result of acts or omissions of the Supplier or auxiliary persons. Third parties also include staff members of Keolis Nederland and any persons commissioned by Keolis Nederland.

7. The liability of Keolis Nederland will always be limited to the amount covered by the liability insurance of Keolis Nederland in the specific case. Keolis Nederland will never be liable for indirect damage.

### **Article 13 – Insurance**

1. The Supplier will take out adequate insurance against its liability vis-à-vis Keolis Nederland pursuant to law and/or the Agreement. The Supplier will also insure all risks of its business operations that can be insured based on regular conditions.

2. The Supplier will also insure all goods and/or products it receives from Keolis Nederland pursuant to the Agreement against any damage, including damage caused by incorrect or insufficient processing, caused to

the goods during the period the goods are in the possession of the Supplier.

3. The Supplier undertakes to provide a copy of the policy sheet and substantiating documents to Keolis Nederland at its first request to demonstrate that the insurance premiums have been paid.

### **Article 15 – Dissolution**

1. Keolis Nederland has the right to fully or partially suspend or dissolve the Agreement in writing without notice of default and/or judicial intervention being required and without being held to pay any form of compensation, if the Supplier:

- ceases to exist or is unable to fulfil its payment obligations due to suspension of payments, bankruptcy, attachment, or otherwise;
- is no longer in the possession of the permits and/or certificates required (for the implementation of the Agreement);
- fails to (fully) fulfil its obligations pursuant to the Agreement and this shortcoming is so severe that continuing the Agreement can in all reasonableness and fairness no longer be expected or if other circumstances mean that unaltered continuation of the Agreement can no longer reasonably be expected.

2. All claims of Keolis Nederland on the Supplier in case of termination based on this article will be immediately due and payable.

### **Article 16 – Applicable law and competent court**

1. All legal relationships between Keolis Nederland and the Supplier are exclusively governed by the laws of the Netherlands. The application of the CISG and other international treaties on trade are expressly excluded.

2. Disputes will exclusively be settled by the competent court in Amsterdam, with the proviso that Keolis Nederland may submit a dispute to any court declared competent by law.