

General Purchasing Terms and Conditions of Stichting Cordaid

PART I GENERAL

ARTICLE 1 DEFINITIONS

In these General Purchasing Terms and Conditions the following definitions have the following meaning:

Clause: any clause of these General Purchasing Terms and Conditions.

Contract: any agreement concluded between Cordaid and Supplier concerning the supply of Goods and/or the provision of Services, including an accepted Order.

Cordaid: Stichting Cordaid, with its principal place of business at Grote Marktstraat 45, 2511 BH The Hague, The Netherlands, registered with the Commercial Register of the Chambers of Commerce under no. 41160054, and where applicable including any of its affiliates or subsidiaries.

Cordaid Regulations: Cordaid's Code of Conduct and Cordaid's other integrity policies, which can be found at: <https://www.cordaid.org/en/who-we-are/integrity-and-code-of-conduct/>.

Force Majeure Event: any extraordinary event which is unforeseeable and beyond a Party's control and which makes it impossible for that Party to comply with any of its obligations under a Contract. Such events may include: fire, war, riots, rebellions, earthquakes, floods or similar occurrences in a relevant country.

General Purchasing Terms and Conditions: these Cordaid General Purchasing Terms and Conditions for the supply of Goods and/or the provision of Services.

Goods: any goods to be supplied by Supplier under a Contract.

Intellectual Property: any and all registered and unregistered rights in respect of trademarks, trade names, logos, designs, inventions, copyrights, patents, domain names, URL's, websites, software, data and databases, confidential information, know-how and any other intellectual property or any similar, corresponding or equivalent rights to any of the foregoing.

Order: a written order for the supply of Goods and/or the provision of Services.

Parties: Cordaid and Supplier collectively.

Party: Cordaid or Supplier.

Personal Data: any information relating to an identified or identifiable individual, including such information in respect of Cordaid's current or former employees, employee family members, dependents, beneficiaries, suppliers, business partners and/or contractors.

Proposal: Supplier's offer for Goods to be supplied and/or Services to be provided by Supplier.

Request for Proposal: a request made by Cordaid to Supplier for Goods to be supplied or Services to be provided.

Services: any services to be provided by Supplier under a Contract.

Supplier: any party which supplies Goods and/or provides Services to Cordaid under a Contract.

Supplier's Staff: any legal entities and/or natural persons, including sub-contractors, employees and staff of Supplier, made available, engaged and/or commissioned by Supplier in respect of the Contract.

ARTICLE 2 APPLICABILITY OF THE GENERAL PURCHASING TERMS AND CONDITIONS

1. The General Purchasing Terms and Conditions apply to the purchase of Goods and Services, and shall be deemed incorporated into the Contract. The General Purchasing Terms and Conditions are applicable to any requests, quotations, offers, instructions, orders, order confirmations, agreements and other acts with respect to the supply of Goods and the provision of Services to Cordaid by Supplier, including any Request for Proposal, Proposal, Order and Contract.
2. Any (general) terms and conditions of Supplier, however described, are explicitly excluded and shall not apply between the Parties.
3. The English text of the General Purchasing Terms and Conditions constitutes the sole authentic text. In the event of any discrepancy between the English text and a translation into another language, the English text shall prevail.
4. Deviations from the General Purchasing Terms and Conditions shall only be considered valid if these deviations are explicitly agreed to in writing between the Parties.

ARTICLE 3 CONCLUDING A CONTRACT

1. A Contract shall be deemed concluded when Cordaid and Supplier sign a written agreement or when Cordaid issues an Order in accordance with Supplier's Proposal, quotation or any equivalent offer.
2. If Cordaid submits an Order that deviates from Supplier's Proposal and Supplier executes any part of this Order or acts in any manner that is consistent with the acceptance of that Order, this is regarded as Supplier's unconditional acceptance of that Order and a Contract shall be deemed concluded. If an Order is not rejected by Supplier within [five (5) days] after it has been placed by Cordaid, it shall be deemed accepted by Supplier and a Contract shall be deemed concluded.
3. Any Proposal from Supplier shall be valid for the term specified by Supplier or in the Request for Proposal, but in any case no less than [ninety (90)] days as of the date of receipt of the Proposal by Cordaid.
4. All costs involved in preparing a Proposal shall be borne by Supplier.
5. A Request for Proposal is considered to be an invitation to make a Proposal and it can be withdrawn or amended by Cordaid at any time.
6. If Supplier supplies any Goods and/or provides any Services or prepares to do so before a Contract has been concluded, it does so for its own account and risk.
7. Supplier's obligations under a Contract shall be obligations to produce a certain result (*resultaatsverbintenis*), as opposed to obligations to perform to the best of one's ability (*inspanningsverbintenis*), except where the wording or the context specifically provides otherwise.
8. Any modification of or additions to the Contract shall only be considered valid if these modifications or additions are explicitly agreed to in writing between the Parties.

ARTICLE 4 PRICES

1. All prices mentioned in the Contract and/or the Proposal are in Euros and fixed for the duration of the Contract, unless explicitly agreed to otherwise in writing between the Parties. The prices are exclusive of any VAT (Value Added Tax), but inclusive of all other taxes, duties, levies, fees and charges. The prices are also inclusive of all costs and expenses to ensure compliance with the Contract by Supplier, including costs of packaging and packing, costs of materials and equipment, travel and accommodation expenses and office expenses.

ARTICLE 5 INVOICING AND PAYMENT

1. All invoices shall at least contain the following details: (a) a brief description of the relevant Goods and/or Services; (b) Cordaid's Order number or Contract number; and (c) the agreed prices. Upon Cordaid's request, Supplier shall provide Cordaid with relevant documents such as copies of invoices of third parties.
2. Invoices shall be compliant with any applicable statutory requirements, including any requirements stipulated by the tax authorities.
3. Invoices must be sent by post to [**] or by email (in pdf or XML) to [**] as soon as possible after the supply of the Goods or the provision of the Services but, in any case, within [one (1) month] after the supply of the Goods or the provision of the Services.
4. Subject to the acceptance of the Goods and/or Services by Cordaid and the receipt of an accurate and duly specified invoice, payments shall be made within [thirty (30)] days from receipt of the invoice, unless provided otherwise in the Contract.
5. Cordaid has the right to set off the amount of the invoice against any outstanding amount due and payable by Supplier to Cordaid.
6. If Supplier fails to perform or fully perform any obligation under the Contract, Cordaid may suspend its obligation to pay Supplier.
7. Payments made by Cordaid shall not in any way imply (i) a waiver of any rights that Cordaid has in relation to Supplier or (ii) the acceptance of the Goods and/or Services by Cordaid.

ARTICLE 6 GENERAL OBLIGATIONS OF SUPPLIER

1. Supplier represents and warrants that throughout the term of the Contract: (a) it has the full authority and power to enter into the Contract and to perform its obligations under the Contract; (b) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary to perform its obligations under the Contract.
2. Supplier shall perform its obligations under the Contract in accordance with the terms of the Contract and with due skill, care and diligence. Supplier shall follow Cordaid's reasonable instructions when performing its obligations under the Contract.
3. Supplier shall keep Cordaid informed about the implementation and performance of the Contract. Supplier will immediately inform Cordaid in writing of any facts or circumstances that could lead to a delay and/or shortcoming in the performance of its obligations under the Contract. Supplier shall consult with Cordaid in order to mitigate the impact of any such delay or shortcoming to the extent possible (without charging additional fees), without prejudice to any of Cordaid's other rights under the Contract or at law.
4. Supplier agrees that Cordaid may, at its discretion, monitor and evaluate Supplier's performance under the Contract. Supplier undertakes to provide its full cooperation with such performance monitoring and evaluation, at no additional cost or expense to Cordaid, and will provide relevant information as reasonably requested by Cordaid.
5. Supplier shall use its best efforts to accommodate any reasonable requests of Cordaid for changes to the Contract in respect of the Goods to be supplied and/or the Services to be provided. Within 7 days of a request for a material change to the Contract, Supplier will inform Cordaid whether the requested change would have an effect on the price and/or delivery time(s) and, if so, what new conditions Supplier proposes in respect of the requested change by Cordaid. Parties have the right to terminate the Contract in its entirety or partially, without having to pay any compensation to each other, if Cordaid and Supplier cannot reach an agreement on the new conditions as proposed by the party in respect of the requested change by the proposing party.

ARTICLE 7 SUSPENSION/TERMINATION OF THE CONTRACT

1. In addition and without prejudice to any of Cordaid's other rights under the Contract or at law, Cordaid may, with immediate effect, out of court and without Cordaid incurring any liability towards Supplier, fully or partly suspend the performance of the Contract or terminate the Contract in part or in whole by means of a written notice:
 - (a) if Supplier breaches any of the Cordaid Regulations, such as Cordaid's Code of Conduct;
 - (b) if Supplier applies for (temporary) suspension of payments or an application for Supplier's bankruptcy is filed;
 - (c) if Supplier is granted (temporary) suspension of payments or is declared bankrupt;
 - (d) if an attachment is made on a significant part of Supplier's assets;
 - (e) if a guardian or administrator is appointed over Supplier;
 - (f) in the event of a change of ownership of Supplier's business or transfer of a material portion of the share capital of Supplier or Supplier's parent company;
 - (g) if Supplier is or has been involved in conduct that conflicts with any national or international laws and/or regulations relating to competition, including any laws and regulations relating to price fixing and bid rigging;
 - (h) if Supplier's business is terminated and/or discontinued;
 - (i) in the event of a Force Majeure Event which has lasted more than [ten (10)] days.
2. All claims which Cordaid may have or come to have against Supplier in the situations mentioned in Clause 7.1 shall be immediately due and payable in full.

ARTICLE 8 FORCE MAJEURE

- Neither Party shall be responsible for a delay in performing or a failure to perform any of its obligations under the Contract if such delay or failure is due to a Force Majeure Event provided that (a) such Force Majeure Event, delay and/or failure is not the affected Party's fault or attributable to the affected Party, (b) the affected Party provides immediate written notice to the other Party of the Force Majeure Event and the likelihood of such delay or failure, along with any documents or other evidence required to prove the Force Majeure Event and the impact on the affected Party's ability to perform the Contract, and (c) the affected Party has used all reasonable efforts to perform its obligations under the Contract and to minimise the impact of the Force Majeure Event on the other Party.
- Force Majeure on the part of Supplier shall in any case not include: illness of personnel, personnel strikes or industrial action, breach of contract by third parties engaged by Supplier, absence or lack of personnel, shortage of (raw) materials, transport problems, liquidity or solvency problems of Supplier and/or any circumstances existing at the time the Parties entered into the Contract.

ARTICLE 9 LIABILITY AND INSURANCE

- Supplier is liable for all costs, loss and damages suffered by Cordaid as a result of or in connection with any shortcomings caused by or attributable to Supplier or any unlawful act on the part of Supplier, including any failure by Supplier to comply properly with one or more of its obligations under the Contract. Supplier shall indemnify and keep indemnified Cordaid against any actions and/or claims by third parties for compensation for damages and/or loss that is attributable to any acts, omissions, performance or non-performance of Supplier in respect of the Contract. Supplier shall be liable for full reimbursement of all costs, loss and damages that Cordaid might incur as a result of any such actions or claims.
- Without limitation to the liability and responsibility of Supplier, Supplier shall take out and maintain adequate insurance to cover its liability and responsibility towards Cordaid, including third party liability insurance and professional liability insurance, if applicable. The insurance must at least provide coverage for any obligation of Supplier to compensate Cordaid for loss and/or damages suffered by Cordaid as a result of or in connection with the Contract or an unlawful act on the part of Supplier. Supplier will provide Cordaid with the relevant insurance policies for inspection, upon Cordaid's first request, and will provide Cordaid with a copy of such, if so requested by Cordaid.

ARTICLE 10 CONFIDENTIALITY

- Supplier shall keep strictly confidential any and all information, including any documents, ideas, data, plans, reports, operations and actions, provided directly or indirectly by Cordaid to Supplier or which comes to Supplier's knowledge in connection with the Contract. Supplier shall not disclose such information to any third parties without the prior written consent of Cordaid.
- Supplier shall (i) take all reasonable technical and organisational measures to ensure safekeeping and safe storage of the information referred to in Clause 10.1, (ii) refrain from using such information for any purpose other than for the performance of the Contract, (iii) use such information in accordance with the Contract, applicable laws and regulations and other guidelines provided by Cordaid and (iv) only retain such information for as long as reasonably necessary to fulfil the agreed obligations under the Contract.
- Upon expiration or termination of the Contract, Supplier will in any case immediately cease the use of the information referred to in Clause 10.1 and, at Cordaid's option, return this information, including any copies made, to Cordaid or destroy this information and confirm to Cordaid in writing the destruction.
- The obligation as laid down in Clause 10.1 does not apply to information of which Supplier can prove supported by documentary evidence that the information:
 - was fully in Supplier's possession prior to disclosure by Cordaid without Supplier having an obligation to keep this information confidential towards Cordaid or a third party;
 - already was or subsequently came to be common knowledge or publicly available at the time of disclosure by Cordaid, otherwise than by an act or omission of Supplier;
 - was acquired by Supplier from a third party that was not bound to keep this information secret;
 - was developed independently by Supplier without any use of information disclosed by Cordaid; or
 - must be disclosed by Supplier pursuant to national and/or international laws, any provision or regulation of a body approved by the government, or a binding and final decision of a court or other public authority. In such case Supplier shall immediately inform Cordaid and cooperate with Cordaid to limit the extent of the disclosure by Supplier to what is strictly required.
- Supplier shall not disclose to any third parties the existence of the Contract, the contents of the Contract and/or the activities undertaken or to be undertaken for Cordaid, unless prior written consent has been obtained from Cordaid.
- Supplier shall impose obligations that are no less stringent than the obligations imposed on it by Clause 10.1 and Clause 10.5 on Supplier's Staff. Supplier guarantees that Supplier's Staff will not act in breach of these obligations and that Supplier's Staff will have access to confidential information on a strict "need to know" basis.
- If Supplier breaches Clause 10.1 or 10.5, a penalty of [EUR 50,000 per breach] shall immediately be due, without notice of such breach being required, without prejudice to any other rights and remedies of Cordaid, including the right to claim the actual damages it sustained as a result of such a breach.

ARTICLE 11 INTELLECTUAL PROPERTY RIGHTS

- If in the context of the Contract Supplier has created and/or developed any (part of the) Goods or Services, any Intellectual Property related to these (part of the) Goods and Services shall vest in Cordaid. To the extent necessary Supplier irrevocably transfers in advance all such Intellectual Property to Cordaid and for no consideration, which transfer Cordaid accepts. Supplier shall execute any document or deed necessary to vest such Intellectual Property in Cordaid.
- Intellectual Property relating to any Goods and/or Services that were designed and/or developed by Supplier independently of its obligations under the Contract and outside the context of the Contract, or that existed and were owned by Supplier before the Contract was concluded, shall remain the property of Supplier. Supplier hereby grants an unlimited, irrevocable, assignable, perpetual, and worldwide right of use to Cordaid in respect of such intellectual property rights.
- Supplier is not permitted to make any material that is created and/or developed for Cordaid available to third parties or to use that material itself to perform activities for or provide services to third parties, unless and to the extent agreed otherwise in writing with Cordaid. Supplier shall treat such created and/or developed material as confidential information.
- Supplier is not entitled to make use of or refer to any trademark, trade name, domain name, patent, design, copyright or other Intellectual Property of Cordaid without having obtained the prior written consent of Cordaid. Any authorised use shall be strictly in accordance with Cordaid's instructions and for the purposes as specified in the Contract.
- Supplier represents and warrants that the Goods and/or Services, including any action Supplier undertakes in the context of the Contract, do not and shall not infringe or violate any third party Intellectual Property or other rights. Supplier shall indemnify and keep indemnified Cordaid against any actions and/or claims by third parties based on an actual or alleged infringement of their Intellectual Property and/or other rights which in any way relates to the Goods supplied and/or Services provided by Supplier. Supplier shall be liable for full reimbursement of all costs, loss and damages that Cordaid might incur as a result of any such actions or claims.

ARTICLE 12 LAW, SAFETY AND ENVIRONMENT

- Supplier shall ensure that (a) it and each of Supplier's Staff complies with all laws, rules and regulations applicable in respect of the performance of the Contract, including laws, rules and regulations regarding international trade (such as rules and regulations regarding embargos, import and export control and sanctioned party lists), anti-money laundering and anti-terrorism, protection of the environment, occupational health, workplace safety, fair labour and equal opportunity.
- Supplier shall furnish to Cordaid any information required to enable Cordaid to comply with any applicable laws, rules and regulations in its use of the Goods and Services. Supplier shall inform Cordaid regarding licences that are required for the use of the Goods and Services and shall offer Cordaid, free of costs, any assistance needed to obtain these licences.
- Supplier shall take positive action to reduce the environmental burden of its Goods and Services and minimise any adverse impacts on the environment.

ARTICLE 13 ETHICAL STANDARDS AND CODE OF CONDUCT

- Supplier shall observe and shall ensure that each of Supplier's Staff shall observe the highest standard of ethics. Supplier acknowledges and accepts that Cordaid is an internationally operating development organisation, which is bound to respect the principles included in its articles of association and policies. Supplier shall respect and shall ensure that each member of Supplier's Staff shall respect these principles, including local laws and customs.
- Supplier shall comply with and act in accordance with, and shall ensure that each of Supplier's Staff shall comply with and act in accordance with, the Cordaid Regulations, including Cordaid's Code of Conduct, Fraud Policy, Safeguarding Policy, Policy on Conflict of Interest and Policy on Anti-terrorism and Anti-money Laundering, which can be found at: <https://www.cordaid.org/en/who-we-are/integrity-and-code-of-conduct/>.

ARTICLE 14 PERSONAL DATA

- When fulfilling its obligations under the Contract, Supplier shall only use, collect and/or process Personal Data if and to the extent that such use, collection and/or processing is strictly necessary to fulfill its obligations under the Contract. Supplier shall not process Personal Data for any other purposes, without the prior written consent of Cordaid.
- If Personal Data is collected, used and/or processed by Supplier in respect of the performance of the Contract, Supplier shall at all times comply with the General Data Protection Regulation (2016/679), as well as all other applicable laws and regulations with respect to the protection of personal data. The Parties mutually agree to enter into negotiations to determine appropriate measures, including the possible conclusion of a separate personal data processing contract, to ensure compliance of the aforementioned laws and regulations when needed.
- Supplier shall indemnify and keep indemnified Cordaid against any actions and/or claims by a competent authority or any other third party with respect to the collection, use and/or processing of Personal Data by Supplier in connection with the performance of the Contract; including any actions and/or claims against Cordaid arising out of any breach by Supplier in the performance of its data protection obligations. Supplier shall be liable for full reimbursement of all costs, loss and damages that Cordaid might incur as a result of any such actions or claims.
- Supplier shall give Cordaid all reasonable assistance to enable Cordaid to comply with all applicable laws and regulations with respect to the protection of personal data. Cordaid hereby informs Supplier that it will process personal data relating to or originating from Supplier in accordance with Cordaid's Privacy Statement, which can be found at: <https://www.cordaid.org/nl/privacy-statement/>.

ARTICLE 15 ASSIGNMENT AND SUBCONTRACTING

- Supplier is not entitled to transfer or assign any of its rights and/or obligations under the Contract, without Cordaid's prior written consent. Cordaid is entitled to assign any of its rights and/or obligations under the Contract to any of its affiliates or subsidiaries upon written notice to Supplier.
- Without Cordaid's prior written consent, Supplier shall not be entitled to enter into a subcontract for the performance of a part or the whole of the Contract. If Cordaid grants such consent, Supplier shall (i) ensure that the relevant third party/subcontractor is bound by a written agreement that will enable Supplier to comply with its obligations under the Contract and that contains provisions consistent with the provisions of the General Purchasing Terms and Conditions, and (ii) remain fully responsible and liable for the performance of all obligations under the Contract.
- Supplier is expressly not authorised to represent Cordaid in respect of dealings with third parties and shall contract with subcontractors in its own name and at its own expense and risk.

ARTICLE 16 GOVERNING LAW AND DISPUTES

- The legal relationship and the Contract between Cordaid and Supplier are construed in accordance with and governed exclusively by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods is expressly ruled out from applicability.
- All disputes arising from or related to the Contract that cannot be resolved amicably shall be finally settled under the ICC Rules of Arbitration by one or more arbitrators appointed per these Rules. The arbitration shall be conducted in The Netherlands, in English. The proceedings, evidence, and award shall remain confidential unless disclosure is required by law or necessary to enforce the award. The tribunal may order discovery and grant interim measures. Arbitration costs will be shared equally, unless otherwise decided by the tribunal, whose final award shall be binding and enforceable in any competent court.

ARTICLE 17 MISCELLANEOUS

- If any Clause of these General Purchasing Terms and Conditions should be or become ineffective or invalid the other Clauses shall remain in full force and effect. The Parties agree to replace the ineffective or invalid Clause by a provision of similar importance which achieves to the greatest extent possible the intent of the original Clause to the extent permissible under applicable law.
- Failure by either Party to require strict performance by the other Party of any obligation under the General Purchasing Terms and Conditions and/or the Contract shall in no way affect its right to enforce any obligation, nor shall a waiver by either Party of any breach be held to be a waiver of any previous or later breach. No waiver will have any effect unless it is specific, irrevocable and in writing. The rights and remedies of the Parties under the General Purchasing Terms and Conditions are cumulative and in addition to any rights or remedies available at law or under the Contract.
- Expiry, termination or cancellation of the Contract shall not affect any right or obligation, which expressly or by its nature survives such expiry, termination or cancellation, including representations, guarantees, obligations with respect to the protection of personal data, confidentiality obligations, Intellectual Property rights and accrued rights.
- Where, according to the General Purchasing Terms and Conditions, a notice or consent should be given in writing (in written form) or a Contract must be laid down in writing (in written form), this requirement can be met by an electronic statement (e.g. email) given by the authorized representative respectively by laying down the agreement electronically, unless where provided otherwise.
- When used in these General Purchasing Terms and Conditions, the words "include" and "including" shall mean "include without limitation" and "including without limitation" and therefore not be construed to be limiting or exclusive.

PART II PROVISIONS APPLICABLE TO THE SUPPLY OF GOODS

ARTICLE 18 DELIVERIES

- Unless expressly agreed otherwise in writing, the delivery of the Goods shall be Delivery Duty Paid (DDP), in accordance with the Incoterms 2020 as set out by the International Chamber of Commerce. Time is of the essence in respect of the delivery of the Goods. Delivery shall take place at the agreed place, on the agreed date or dates and at the agreed time or within the agreed delivery period(s). Supplier shall immediately notify Cordaid of any foreseeable and/or expected delay in the delivery and the reason(s) for this delay.
- Cordaid has the right to postpone the delivery of the Goods provided that this does not result in a disproportionate disadvantage for Supplier. In such case, Supplier will properly store, maintain, secure and insure the Goods (irrespective of Supplier's obligations under the agreed Incoterm). If this results in unavoidable additional costs for Supplier, Cordaid will reimburse these costs, provided that (i) the costs are reasonable, (ii) Supplier has notified Cordaid of the costs before incurring the costs and (iii) Supplier has obtained prior written consent from Cordaid for incurring the costs.
- Partial deliveries are not permitted unless Cordaid has provided its written consent prior to such delivery.
- Supplier shall, together with the delivery of the Goods, provide Cordaid with copies of applicable licenses and certificates, specifications, instructions, manuals and any other relevant documentation (including consignment notes, packing list and customs declarations) in respect of the Goods and the delivery thereof. The documentation must be provided in Dutch and/or in English, as indicated by Cordaid. If the Goods are to be delivered outside the Netherlands, the documents shall be in English.
- Each delivery shall be accompanied with a packing list which at least contains (i) the applicable Order number, (ii) the quantity shipped, and (iii) the date of shipment.

ARTICLE 19 PACKAGING

- Supplier shall make sure that the Goods are properly packed, with due observance of the requirements whether imposed by Cordaid or imposed by or pursuant to applicable laws, rules and/or regulations. Notwithstanding the provisions of the applicable Incoterm, Supplier shall be responsible and liable for any loss or damage due to its failure to properly preserve, package and/or handle the Goods.
- Supplier shall at its own expense and risk collect and dispose of packaging material at Cordaid's request. Cordaid can also choose to return the packaging material to Supplier at Supplier's expense and risk.

ARTICLE 20 TRANSFER OF OWNERSHIP

- Unless provided otherwise in the Contract, title in the Goods shall pass to Cordaid on the earlier of (i) the date the payment is made to Supplier; or (ii) the date of delivery. The Goods remain at Supplier's expense and risk until delivery at the agreed location and date.
- Supplier guarantees that it has the right to sell the Goods and has a valid title to the Goods supplied and that Cordaid will acquire the unencumbered title to the Goods.
- If Cordaid provides Supplier with materials, including machinery, tools, drawings or specifications, in order for Supplier to be able to perform its obligations under the Contract, any and all such materials shall remain the property of Cordaid. Supplier shall store such materials separately from any objects belonging either to itself or third parties, and shall designate these materials as the property of Cordaid. Upon Cordaid's request, Supplier shall promptly return these materials to Cordaid.
- Supplier hereby waives all its rights of retention and/or recovery in respect of the Goods and the materials referred to in Clause 20.3.

ARTICLE 21 GUARANTEE

- Supplier guarantees that the Goods:
 - are suitable and fit for any particular purpose for which the Contract was concluded;
 - are new, of good quality, ready for use and free from any defects;
 - satisfy the specifications and all other requirements as set out in the Contract;
 - are provided with and accompanied by all information and instructions necessary for proper and safe use, storage and transport;
 - are unencumbered by rights of third parties and are not infringing any rights of third parties;
 - are compliant with all applicable national and international laws, rules and regulations (inter alia with regard to quality, health, safety and environment), applicable policies, including the Cordaid Regulations, and accepted industry standards.
- Supplier guarantees that spare parts in respect of the Goods are available for supply to Cordaid, where necessary, for a period of at least [five (5) years] after delivery of the Goods, unless agreed otherwise between the Parties in the Contract.

ARTICLE 22 NON-COMPLIANT GOODS

- At the discretion and first request of Cordaid, Supplier shall as soon as reasonably possible repair or replace all Goods that do not comply with the terms of the Contract at Supplier's expense and risk.
- Where the Goods do not comply with the Contract and Cordaid has notified Supplier, Cordaid may at its own discretion either return the Goods concerned to Supplier or retain such Goods in its possession until Supplier collects them. Supplier is obligated to repay the purchase price unconditionally and without prejudice to Supplier's remaining obligations.
- At Cordaid's discretion, inspections, audits and/or tests by Cordaid may be carried out in respect of the Goods and/or compliance with the Contract. At the request of Cordaid and at the expense of Supplier, Supplier shall: (a) grant access or ensure that access is granted to the locations where the Goods are produced, handled or stored; (b) cooperate and provide all reasonable assistance in the completion of such inspections, audits and tests, (c) submit all documents and information requested during the conduct of such inspections, audits and tests. Any such inspections, audits or tests or the lack thereof, as well as the payment for or acceptance of the Goods by Cordaid, shall not release Supplier from any of its obligations, representations and/or guarantees under the Contract.
- The provisions set out in this Clause 22 are without prejudice to Cordaid's other rights and remedies under the Contract or at law, including the right of Cordaid to claim compensation for all costs, loss and damages that ensue from Supplier's non-compliance with its obligations under the Contract. Any costs, whether judicial or extrajudicial, or both, which Cordaid might incur in ensuring due performance of the obligations of Supplier are for the account of Supplier.

PART III PROVISIONS APPLICABLE TO THE PROVISION OF SERVICES

ARTICLE 23 PROVISION OF THE SERVICES

- Supplier shall provide the Services in accordance with the Contract, including within the term and at the place as specified in the Contract.
- Supplier shall regularly inform Cordaid about the progress of the Services and the date of completion of the Services. At Cordaid's request, Supplier shall provide such information in writing. Supplier shall immediately inform Cordaid in writing if any delays are expected and/or if there are any facts or circumstances that could lead to a delay in the provision of the Services.
- When providing the Services, Supplier shall not disrupt the course of Cordaid's regular business processes or the proper functioning of its systems. If such disruption is unavoidable, it must be agreed in advance in writing and must be minimized as far as possible by Supplier.
- Supplier shall not make changes or additions to the Services, or perform any additional work, without the prior written approval of Cordaid.

- In the event of termination, dissolution or transfer of the Contract or rights and obligations under the Contract for whatever reason, Supplier shall, if so requested by Cordaid, support Cordaid on the gradual and correct transfer of the Services to (i) Cordaid, (ii) an affiliate or subsidiary of Cordaid, or (iii) a third party to be assigned by Cordaid. During the transition period the focus shall be on service continuity.

ARTICLE 24 SUPPLIER'S STAFF

- Supplier is responsible for ensuring that Supplier's Staff is sufficiently available and qualified and has the necessary level of education and/or training, expertise, certification, experience and permit(s) to carry out the Services. Supplier shall ensure that any Services shall be carried out to a high standard and in a competent and professional manner in accordance with best industry practice.
- When Services are provided at Cordaid's office and/or in a public area, Supplier's Staff must adhere to the rules and regulations set by that office and/or that apply to that public area. Should Supplier's Staff breach such rules or regulations, or otherwise exhibit bad behaviour, or make unauthorized use of Cordaid's property, then Cordaid reserves the right to deny the relevant persons access to Cordaid's site(s). In such case Cordaid also maintains the right to immediately suspend or terminate the Contract, in whole or in part, without Cordaid incurring any liability towards Supplier and without prejudice to Cordaid's other rights and remedies under the Contract or at law.
- Supplier represents and warrants that Supplier's Staff has the right to work and provide the Services in the country where the Services are being provided.
- Upon Cordaid's request, Supplier will submit the following documents in relation to Supplier's Staff: (i) an up-to-date Certificate of Good Conduct (*Verklaring Omrent het Gedrag*), (ii) a copy of a valid identity document, and/or (iii) a copy of a work permit. Supplier's Staff can only start working once Cordaid has received the relevant documents as requested. Any costs incurred in this respect by Cordaid and/or Supplier will be at Supplier's expense.

ARTICLE 25 REPLACEMENT OF SUPPLIER'S STAFF

- Supplier shall, at the request of Cordaid, replace any member of Supplier's Staff if, in the opinion of Cordaid, such staff is unable to perform his/her duties properly, has failed to follow directions with regard to the performance of his/her duties, does not behave as may be expected and/or is otherwise not sufficiently suitable or available to perform the Services.
- If Supplier wishes to replace any member of Supplier's Staff, Supplier may only replace the relevant person(s) if and to the extent that the progress and level of quality of the Services being provided will not be negatively impacted as a result thereof. Supplier shall ensure that turnover among Supplier's Staff in respect of the performance of the Services is minimized.
- If the Contract identifies any member of Supplier's Staff as key personnel, such personnel is considered to be essential to the provision of the Services. Supplier shall do its utmost to prevent replacement of such personnel. If Supplier is forced to replace key personnel, Supplier shall immediately inform Cordaid thereof in writing and propose a suitable replacement. Replacement of key personnel by Supplier may only take place in consultation with Cordaid and after Supplier has offered a suitable replacement that Cordaid has accepted.
- Any costs incurred by Cordaid and/or Supplier in connection with the replacement of Supplier's Staff will be at Supplier's expense.

ARTICLE 26 SUPPLIER'S RESPONSIBILITIES (TAXES AND SOCIAL SECURITY CONTRIBUTIONS)

- Supplier is fully responsible (and liable) for the payment of (i) any wages and fees of Supplier's Staff, and (ii) any wage tax, social security contributions and any other kind of tax (including VAT) with regard to Supplier's Staff.
- Supplier guarantees that it, including Supplier's Staff, shall make correct and timely payment of any wages, fees, wage tax, social security contributions and other kind of tax to the relevant parties and that it shall properly perform any of its (other) obligations as employer. Supplier shall indemnify and keep indemnified Cordaid against any actions and/or claims made by third parties (including any governmental authorities and Supplier's Staff) against Cordaid in connection with any of these payment and other obligations. Supplier shall be liable for full reimbursement of all costs, loss and damages that Cordaid might incur (including imposed fines and interest) as a result of any such actions and/or claims.
- Upon Cordaid's request, Supplier shall provide evidence to Cordaid in writing as soon as possible (and in any case within four weeks from the receipt of such request) that Supplier has paid the wages, fees, wage tax, social security contributions and any other kind of tax due in respect of Supplier's Staff. If Supplier, including Supplier's Staff, does not fulfil any of its payment obligations and/or other obligations as employer, Cordaid is entitled to suspend or terminate the Contract immediately, in whole or in part, without Cordaid incurring any liability towards Supplier and without prejudice to any of Cordaid's other rights under the Contract or at law.

ARTICLE 27 GUARANTEE

- Supplier guarantees that the Services:
 - are suitable and fit for any particular purpose for which the Contract was concluded;
 - satisfy the specifications and all other requirements as set out in the Contract;
 - are performed with due skill, care and diligence and in accordance with best practices in the Supplier's industry, profession and/or trade;
 - are performed by staff who are suitably skilled and experienced to perform the tasks assigned to them;
 - are not infringing any rights of third parties;
 - are compliant with all applicable national and international laws, rules and regulations (inter alia with regard to quality, health, safety and environment), applicable policies, including the Cordaid Regulations, and accepted industry standards.

ARTICLE 28 NON-COMPLIANT SERVICES

- At the discretion and first request of Cordaid, Supplier shall as soon as reasonably possible remedy any Services that do not comply with the Contract at Supplier's expense and risk.
- At Cordaid's discretion, inspections, audits and/or tests by Cordaid may be carried out in respect of the performance of the Services and/or compliance with the Contract. At the request of Cordaid and at the expense of Supplier, Supplier shall: (a) grant access or ensure that access is granted to the locations where the Services are provided; (b) cooperate and provide all reasonable assistance in the completion of such inspections, audits and tests, (c) submit all documents and information requested during the conduct of such inspections, audits and tests. Any such inspections, audits or tests or the lack thereof, as well as the payment for or acceptance of the Services by Cordaid, shall not release Supplier from any of its obligations, representations and/or guarantees under the Contract.
- The provisions set out in this Clause 28 are without prejudice to Cordaid's other rights and remedies under the Contract or at law, including the right of Cordaid to claim compensation for all costs, loss and damages that ensue from Supplier's non-compliance with its obligations under the Contract. Any costs, whether judicial or extrajudicial, or both, which Cordaid might incur in ensuring due performance of the obligations of Supplier are for the account of Supplier.