



# General purchasing conditions

## Evers Specials B.V.

### Table of contents

<b>CHAPTER I - GENERAL PROVISIONS</b> .....	<b>3</b>
Article 1. Definitions .....	3
Article 2. Identity of Evers Specials.....	3
Article 3. General provisions.....	4
Article 4. Conclusion of the Agreement .....	4
Article 5. Dissolution and termination of the Agreement .....	5
Article 6. Prices .....	6
Article 7. Invoicing and payment.....	6
Article 8. Liability and indemnity.....	8
Article 9. Force majeure .....	9
Article 10. Compliance by Supplier.....	9
Article 11. Expiry of legal action .....	9
Article 12. Intellectual property .....	10
Article 13. Use of information, name and logo Evers Specials.....	10
Article 14. Insurance.....	11
Article 15. Privacy.....	11
Article 16. Confidentiality .....	11
Article 17. Transferability.....	11
Article 18. Rules of conduct.....	12
Article 19. Sustainability .....	12
Article 20. Applicable law .....	12
<b>CHAPTER II - PROVISIONS APPLICABLE TO GOODS</b> .....	<b>13</b>
Article 21. Delivery of Goods.....	13
Article 22. Guarantee and conformity.....	14
Article 23. Food safety .....	15
Article 24. Transport .....	16
Article 25. Applicability CMR Convention.....	16



<b>CHAPTER III. PROVISIONS APPLICABLE TO SERVICES.....</b>	<b>16</b>
<b>Article 26. Performance of Services.....</b>	<b>17</b>
<b>Article 27. Guarantee and conformity.....</b>	<b>18</b>
<b>Article 28. Resources .....</b>	<b>18</b>



# CHAPTER I - GENERAL PROVISIONS

## Article 1. Definitions

In these general purchase conditions, the following definitions shall apply:

1. **Evers Specials:** the company as defined in article 2 of these General Conditions of Purchase;
2. **Supplier** means the Party that pursuant to Agreement performs Services for Evers Specials and/or supplies Goods to Evers Specials.
3. **Agreement:** every written Agreement between Evers Specials and the Supplier aimed at the supply of Goods or the provision of Services. An Agreement may also be a continuing performance agreement such as a framework agreement or call-off contract.
4. **Order:** one or more Order(s) from Evers Specials to Supplier regarding the supply of Goods or the provision of Services;
5. **Party(ies):** Supplier and Evers Specials together or each as an individual contracting party;
6. **Goods:** the products and/or objects to be delivered;
7. **Written(e):** notification by e-mail or by post;
8. **Third party/parties:** other natural or legal persons who are not part of this Agreement;
9. **Service(s):** the work to be performed by the Supplier on behalf of Evers Specials on the basis of the Agreement;
10. **CMR Convention:** Convention on the Contract for the International Carriage of Goods by Road, Geneva, 19-05-1956;
11. **Purchase Order:** Written confirmation from Evers Specials to Supplier for the purchase of Goods or Services, in which specific arrangements are agreed, such as quantities and quantities;
12. **Confidential Information:** information which must be kept secret on the basis of the provisions of the Agreement. Information is in any case confidential if Evers Specials has informed the Client thereof or if this reasonably follows from the nature of the information, including but not limited to the business plan, strategies and (digital) documentation.

## Article 2. Identity of Evers Specials

Company name:	Evers Specials
Street name and number:	Stationsstraat 33
Postcode and place of business:	6515 AA Nijmegen
Chamber of Commerce number:	10019388



## Article 3. General provisions

1. These general purchase conditions apply to all requests, offers, Agreements and other (legal) acts relating to the supply of Goods and/or Performance of Services.
2. Unless expressly agreed otherwise and in Writing, the applicability of other (general) purchase conditions or the Supplier's terms of delivery is excluded.
3. Deviations or additions to these General Purchase Conditions shall only be valid if they have been expressly agreed in Writing. In the event of conflict between the provisions of the Purchase Conditions and the provisions of the PO and/or Agreement, the provisions of the PO and/or Agreement shall prevail over the provisions of the Purchase Conditions. In case of conflict between the provisions of the PO and Agreement, the provisions of the PO shall prevail.
4. These general purchase conditions also apply to any future, supplementary or follow-up orders/agreements arising from this Agreement.
5. If Evers Specials does not always require strict compliance with these General Purchase Conditions, this does not mean that the provisions thereof do not apply or that Evers Specials would to any extent lose the right to require strict compliance with the provisions of these General Purchase Conditions in other cases.
6. If and insofar as, on the grounds of reasonableness and fairness - or the unreasonably onerous nature of a provision - no appeal can be made to any provision of these general purchase conditions, the provision in question shall in any event be accorded a corresponding meaning, as far as possible, in terms of its content and purport, so that an appeal can be made to it.
7. In case of differences between the meaning of the Dutch text of the Purchase Conditions and that of translations thereof into other languages, the provisions of the Dutch text shall apply between the Parties.

## Article 4. the Agreement

1. If the Supplier makes a Written or verbal offer, the Agreement will only be concluded by a confirmation or by a Purchase Order from Evers Specials.
2. The request for a quotation does not bind Evers Specials. A quotation issued by the Supplier is irrevocable and remains valid for a period of 60 (sixty) calendar days from the date of the quotation, unless the Parties agree in Writing on a different period.
3. Until the Agreement through the manner mentioned in paragraph 1, Evers Specials is free to withdraw from negotiations or abort a procurement procedure, without having to pay damages to the Supplier.



4. The Supplier cannot derive any justified expectations that an Agreement will be concluded from an issued quotation and/or negotiations regarding an Assignment.
5. An offer made by Supplier is irrevocable for the period specified in the offer.
6. If Evers Specials has already provided the Supplier with a copy of the General Purchase Conditions in previous Agreements, or if Evers Specials has informed the Supplier where the General Purchase Conditions are available for inspection, the Supplier will be deemed to have taken cognisance of the General Purchase Conditions. Once a Supplier has been contracted on the basis of these General Purchase Conditions, the Supplier hereby agrees to the applicability of these General Purchase Conditions to all subsequent Agreements between the Supplier and Evers Specials.

## Article 5. Dissolution and termination of the Agreement

1. If the Parties enter into negotiations for a new Agreement to be concluded after the expiry of a previous Agreement and the Supplier continues the supply of Goods and/or the provision of Services after the end of the terminated Agreement, the provisions of the General Purchase Conditions and of the terminated Agreement between the Parties shall remain in force until the provisions of the new Agreement between the Parties shall apply. In the event that the new Agreement contains more favourable conditions for Evers Specials, the deliveries of Goods and/or performance of Services taking place in the meantime may be delivered in accordance with the provisions of the new Agreement, provided this has been agreed in Writing by both Parties.
2. Evers Specials is authorised at its option to suspend the Agreement in whole or in part with immediate effect without further notice of default or to dissolve the Agreement in writing in whole or in part, without being liable to pay any compensation, if:
  - a. Suspension of payment or declaration of bankruptcy of the Supplier or an application to that effect;
  - b. Receivership or administration of Supplier;
  - c. Sale or termination of Supplier's business;
  - d. Revocation of licence of Supplier necessary for the performance of the Agreement;
  - e. Attachment in whole or in part of the Supplier's assets or a significant part of its business assets or Goods intended for the performance of the Agreement;
  - f. The fact that the Supplier fails to fulfil one or more obligation(s) under the Agreement and/or these general purchase conditions, or fails to do so in full.
3. Obligations under the Agreement and/or the general purchase conditions that by their nature are intended to continue even after the end of the Agreement



shall remain in full force even after the end of the Agreement, regardless of the manner or reason for termination.

## Article 6. Prices

1. The prices stated in the Agreement with regard to the delivery of Goods and/or Performance of Services are binding, unless expressly agreed otherwise in writing between the Parties, the prices are not subject to (price) changes.
2. All agreed prices are inclusive of all costs and charges, including, but not limited to, costs of packaging, loading, transport, unloading and/or installation of Goods, insurances, administration, time and costs Transport.
3. Additional costs not expressly accepted in Writing by Evers Specials prior to the Assignment are not eligible for reimbursement.
4. All agreed prices are exclusive of sales tax, but inclusive of all other government-imposed taxes, duties and levies.
5. Unless otherwise agreed, all prices are in Euros.

## Article 7. Invoicing and payment

1. Invoicing of Goods shall take place after the Goods have been delivered and received in good order, unless otherwise agreed in Writing.
2. Invoicing of Services performed during the term of the Agreement will take place by the Supplier submitting to Evers Specials an itemised justification in arrears, unless otherwise agreed in writing. This itemised justification must always be approved by Evers Specials before invoicing.
3. Invoices are to be sent electronically. The Parties agree the manner in which the invoices are to be submitted In Writing at the time of entering into the Agreement.
4. If invoices are sent electronically, they should be sent to [crediteuren@eversspecials.nl](mailto:crediteuren@eversspecials.nl). After the invoice has been approved by the ordering Party, Evers Specials has a payment term of 21 (twenty-one) days.
5. Invoices shall correspond to the order, the quantity of Goods delivered or Services performed, and to the requirements applicable by and under the law and the competent tax authority, and shall in any case state:
  - a. the delivery address;
  - b. the date on which the Goods were made available to Evers Specials, on which the Services were performed or on which payments were made prior to the performance of the work, if this date does not coincide with the date on which the invoice was prepared;
  - c. the price of the Goods or Services, excluding taxes and the other elements included in the taxable amount;



- d. the applicable rates and the amount of tax due (broken down by VAT type);
  - e. the justification for not applying the tax, if applicable;
  - f. If a discount applies to certain Goods or Services, this discount should be specified for each individual Good or Service to which it applies, rather than being shown as a total amount at the end of the invoice.
  - g. the names, trade names or company names and head office or residence of the Supplier of Goods or service provider and of the taxpayer or consignee (in accordance with the Chamber of Commerce), as well as the corresponding tax identification numbers;
  - h. the name of the order/contact person and/or cost centre at Evers Specials;
  - i. the PO number;
  - j. the invoice date;
  - l. the invoice amount per invoice line and total;
  - m. the bank account number;
  - n. the Swift/IBAN number;
6. Subject to conditions and in accordance with the arrangements set out in this Agreement, Evers Specials may, at its sole discretion, exchange any Good or Service supplied for another Good or Service of comparable value, provided this is done within 60 (sixty) days of receipt of the original Good or Service. Any costs arising from such exchange, including but not limited to Transport and packaging costs, shall be determined by mutual agreement between the Parties as to who shall bear such costs, unless otherwise agreed in Writing between the Parties. Such exchange will be formalised by a written amendment to the Agreement to be signed by both Parties.
7. Evers Specials is in any case authorised to suspend payment of an invoice in whole or in part, if:
- a. Evers Specials is of the opinion that the Goods delivered and/or Services performed do not (fully) comply with the Agreement and/or there is otherwise a failure of the Supplier to perform the Agreement;
  - b. Evers Specials has reasonable doubt as to the substantive accuracy of the relevant invoice.
8. Exceeding a payment term by Evers Specials or non-payment by Evers Specials of any invoice pursuant to the aforementioned paragraph does not entitle the Supplier to suspend or terminate its performance.
9. Evers Specials has the right at all times to set off any amounts it will owe to the Supplier on any account against any amounts the Supplier will have to claim from Evers Specials on any account.
10. Evers Specials shall never be in default without a prior legally valid notice of default, subject to the provisions of Section 6:83 of the Dutch Civil Code. After the Supplier has been given notice of default, Evers Specials always has 30 (thirty) days to still fulfil its obligations before it is in default. If only Dutch law applies to the Agreement, this provision shall be given the meaning that most



closely matches the idea of the aforementioned provision of the Dutch Civil Code.

11. If Evers Specials is in default, Evers Specials shall never owe default interest as referred to in Section 6:119 of the Dutch Civil Code and, subject to the provisions of Clause 8 (liability and indemnification), Evers Specials shall not be liable for any costs other than the costs actually incurred by the Supplier. If only Dutch law applies to the Agreement, this provision shall be given the meaning that most closely matches the idea of the aforementioned provision of the Dutch Civil Code.
12. Payment by Evers Specials in no way implies a waiver of rights.

## Article 8. Liability and indemnity

1. The Supplier is liable for all damage suffered by Evers Specials and/or Third Parties as a result of a shortcoming in the performance of the Agreement and/or as a result of unlawful acts or omissions on the part of the Supplier, its personnel or Third Parties engaged by it.
2. In the event there is no intent or gross negligence on the part of Evers Specials, the Supplier shall indemnify and hold Evers Specials harmless from and against all claims by Third Parties in respect of damage resulting from the Supplier's performance of the Agreement, including but not limited to:
  - a. claims for damages based on product liability pursuant to Articles 6:185 to 6:193 of the Civil Code, which articles relate to liability for defective products in Dutch law.
  - b. all costs of legal assistance caused directly or indirectly by conduct of (employees of) the Supplier, subcontractors or other auxiliary persons of the Supplier that is in violation of obligations applicable to the Supplier under the Agreement and applicable laws and regulations, including any guarantees provided by the Supplier; and
  - c. all claims, damages, costs and the like arising from the Supplier's failure to pay or to pay in full any salaries, sales tax, taxes, fees, emoluments and/or social security contributions due, whether legally or contractually related to the performance of the Agreement.
3. Evers Specials is not liable for damage caused by the Supplier, its staff or Third Parties engaged by it in the performance of the Agreement, unless the damage is the result of intent or gross negligence on the part of Evers Specials.
4. The Supplier indemnifies Evers Specials against employee claims brought against Evers Specials in connection with the performance of the personnel to be engaged by the Supplier for the Services. This includes obligations of the Supplier as employer arising from tax and social security legislation and employment-related claims of its personnel with respect to work performed.





## Article 9. Force majeure

1. In addition to the provisions regarding force majeure in article 6:75 of the Dutch Civil Code, the Parties may suspend the performance of their obligations under the Agreement for the duration of the force majeure, with a maximum of 6 (six) weeks. The foregoing is subject to the condition, on penalty of forfeiture of a claim to force majeure, that the Party that is prevented from performing due to force majeure notifies the other Party of this as soon as reasonably possible, stating all relevant information about the force majeure situation.
2. If, after these 6 (six) weeks have elapsed, a Party is unable to fulfil its obligations in connection with force majeure, the other Party shall be entitled to dissolve or terminate the Agreement without being liable for compensation.
3. Force majeure shall in any case not include illness of/lack of personnel, strikes, pandemics, epidemics, quarantines, failure of Third Parties engaged by the Supplier, failure or unsuitability of auxiliary materials, failures of Suppliers or contractors of the Supplier, failures of carriers, scarcity of raw materials, liquidity or solvency problems at the Supplier and the Third Parties engaged by it.

## Article 10. Compliance by Supplier

1. The Supplier shall immediately notify Evers Specials of an (imminent) exceeding of the agreed delivery date(s) or term(s).
2. Unless expressly agreed otherwise in writing, all schedules, dates and milestones shall be deemed to be deadlines and the mere exceeding thereof shall constitute default on the part of the Supplier, unless the Supplier proves that the exceeding is due solely to the intentional or deliberate recklessness of Evers Specials or if the Supplier can successfully invoke force majeure.
3. The Supplier shall have no right of set-off and/or right of suspension.
4. If the Supplier has not delivered the agreed Goods and/or Services by the agreed fatal date, the Supplier shall automatically be deemed to be in default without a separate notice of default being required. This means that the Supplier is liable for all direct and indirect damage suffered by Evers Specials as a result of such non-performance.

## Article 11. Expiry of action

1. Any legal claim of the Supplier against Evers Specials pursuant to an agreement concluded between them shall lapse 1 (one) year after the time when the claim arose or the Supplier became aware of it.



## Article 12. Intellectual property

1. The Supplier warrants that the use of the Goods supplied and/or Services performed by it will not infringe any intellectual or industrial property rights of Third Parties and therefore indemnifies Evers Specials against claims of Third Parties on that account.
2. In the event the Supplier makes available Goods and/or the performance of Services subject to intellectual or industrial property rights of Third Parties, the Supplier grants Evers Specials a right of use, unless agreed otherwise in writing.
3. The Parties will at all times retain ownership of all intellectual or industrial property rights belonging to the relevant Party that already existed before the start of the Agreement, except if the Agreement involves a transfer of intellectual or industrial property rights.
4. All intellectual and industrial property rights that will arise and can be exercised in respect of the results of the Agreement and/or the supplied and/or developed together with Evers Specials, shall belong to Evers Specials. Insofar as necessary, the Supplier transfers the intellectual and industrial property rights to Evers Specials in advance. The Supplier will always cooperate in further effectuation of such transfer.
5. The Supplier is prohibited from reproducing, publishing or exploiting the Goods that are a product of intellectual or industrial property rights of Evers Specials, with or without the involvement of Third Parties.
6. The Supplier shall indemnify Evers Specials against claims by Third Parties arising from or in connection with any infringement of the aforementioned rights and shall compensate Evers Specials for all damage and costs resulting therefrom.

## Article 13. Use of information, name and logo Evers Specials

1. Supplier shall not, without the prior Written consent of Evers Specials, advertise or otherwise disclose any information relating to the Agreement or about its relationship with Evers Specials.
2. Supplier shall not be entitled to use trademarks and logos of Evers Specials without Evers Specials' prior Written consent.
3. If the Supplier violates this article, regardless of whether the violation can be attributed to the Supplier and without prior notice of default or judicial proceedings, the Supplier forfeits to Evers Specials an immediately due and payable penalty of EUR 50,000 (fifty thousand) for each violation without the need for any form of damage without prejudice to Evers Specials' other rights, including the right to claim damages in addition to the penalty.



## Article 14. Insurance

1. The Supplier shall at its own expense take out and maintain adequate liability insurance in the field of professional and business liability as well as continuity insurance in the event of business interruption (due for example to loss of data, fire, water damage, theft, fraud et cetera) during the term of the Agreement and for a period of 3 (three) years after the end thereof. The insurances shall be at least in line with the market and adequate in the context of the reasonably foreseeable risks of a business such as that of Supplier.
2. The Supplier shall provide adequate proof of insurance and premium payment upon Evers Specials' first request.
3. If the Supplier fails to comply with this article, Evers Specials may dissolve the Agreement without the Supplier being entitled to compensation.

## Article 15. Privacy

1. Supplier shall comply with all relevant laws and regulations, such as the General Data Protection Regulation (Regulation 2016/679 EU, hereinafter "AVG"), regarding (processing of) personal data.

## Article 16. Confidentiality

1. The Parties undertake to keep secret all Confidential Information, designated as such or which the Parties should reasonably understand to be confidential, obtained by the Parties from each other in the context of the Agreement.
2. If the Supplier violates this article, regardless of whether the violation can be attributed to the Supplier and without prior notice of default or court proceedings, the Supplier forfeits to Evers Specials an immediately payable penalty of EUR 150,000 (one hundred and fifty thousand) for each violation without the need for any form of damage without prejudice to Evers Specials' other rights, including the right to claim damages in addition to the penalty.

## Article 17. Transferability

1. Rights of the Supplier under the Agreement cannot be transferred without the prior Written consent of Evers Specials. This provision applies as a stipulation with effect under property law as referred to in Section 3:83(2) of the Dutch Civil Code. The Agreement is governed exclusively by Dutch law; this provision is given the meaning that most closely matches the idea of the aforementioned provision of the Dutch Civil Code.
2. This article applies as long as its content and operation are permissible under law.



## Article 18. Rules of conduct

1. Evers Specials and Supplier declare that they will at all times behave as a proper contracting Party.
2. The Supplier declares that it does not use bribery, forced or child labour, or other ethically unacceptable business practices and does not engage in any acts in violation of applicable competition laws.

## Article 19. Sustainability

1. Supplier is obliged to make efforts to achieve continuous improvement in terms of sustainability and corporate social responsibility.
2. Without prejudice to the other provisions of these General Purchase Conditions, the Supplier shall ensure that it, its employees and the Third Parties engaged by it comply with applicable laws and regulations concerning the environment and sustainability.
3. Supplier declares that the Goods and/or Services involved in the Agreement do not pose any danger to humans or the environment.

## Article 20. Applicable law

1. All legal relations between Supplier and Evers Specials shall be governed exclusively by Dutch law.
2. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
3. Disputes between the Parties shall as far as possible be resolved through proper consultation. All disputes between the Supplier and Evers Specials shall be settled by the competent court in the Netherlands in the district in which the user of these General Purchase Conditions has its registered office.



## CHAPTER II - PROVISIONS APPLICABLE TO GOODS

The provisions contained in this chapter are in addition to the general provisions contained in Chapter I.

### Article 21. Delivery of Goods

1. The Goods shall be delivered to the address specified by Evers Specials and within the agreed period, in accordance with the delivery specifications, provided that the risk of the Goods shall not pass to Evers Specials until Evers Specials has approved the delivery(s). Evers Specials may change the delivery specifications on reasonable grounds at any time. The Parties agree In Writing under which Incoterm the Supplier will deliver Goods to Evers Specials. If the Parties do not agree in Writing in the Agreement, the Delivery Duty Paid (DDP) Incoterm will apply,
2. The time of delivery should be agreed with Evers Specials' logistics department per [verkoop@eversspecials.nl](mailto:verkoop@eversspecials.nl).
3. The Supplier must promptly notify Evers Specials of any delay in delivery that it anticipates. If Evers Specials considers such delay unacceptable, the Goods as agreed in the Agreement and/or Purchase Order may be cancelled by Evers Specials without owing any compensation for costs to the Supplier and without prejudice to Evers Specials' right to compensation. Unless the delay in delivery is attributable to Evers Specials or the Supplier has a valid claim of force majeure, the Supplier shall be liable to pay Evers a penalty of 10% (ten) of the agreed price if Evers Specials considers the delay unacceptable.
3. Ownership of the Goods delivered to Evers Specials, the delivery of which has taken place, shall, setting aside any claims for retention of title and right(s) of claim, pass to Evers Specials at the time such Goods are delivered to the aforementioned place of delivery. The Supplier guarantees that full and unencumbered ownership is provided. Until the time of delivery, the Goods shall remain at the expense and risk of the Supplier.
4. The signing for receipt of Goods by Evers Specials in no way implies approval of the Goods delivered. Goods that are damaged during Transport or do not meet the quality requirements set by Evers Specials or the requirements mentioned in Clause 23 may be returned by Evers Specials. The costs and logistical responsibility for the return shipment will be fully at the expense and risk of the Supplier.
5. If, for whatever reason, Evers Specials is unable to take delivery of the Goods at the agreed time and they are ready for delivery, the Supplier will, for a reasonable fee to be determined by mutual agreement, keep and secure the Goods recognisable as the property of Evers Specials to be transferred, and



take all measures necessary to prevent deterioration in quality, until Evers Specials is able to take delivery of the Goods.

6. The Goods must be properly packed, secured and transported in such a way that they reach their destination in good condition, in compliance with the applicable laws and regulations in this regard.
7. The Supplier shall observe any requirements to be imposed by Evers Specials on the packaging or transport.
8. The Supplier is responsible for removing the packaging materials supplied by it from the premises of Evers Specials, unless otherwise agreed in writing. Evers Specials has the right at all times to return or destroy the packaging materials at the Supplier's expense and risk.
9. Supplier shall clearly and clearly state on the packing list/packing note the purchase order number, pallet number, pallet places number, number of boxes, item number of both Evers Specials and Supplier, description of items and quantities.
10. If Evers Specials makes materials available to the Supplier for the purpose of fulfilling the Supplier's obligations, such materials will remain the property of Evers Specials. The Supplier shall keep such materials separate from objects belonging to itself or Third Parties. The Supplier shall mark such materials and treat them as the property of Evers Specials.

## Article 22. Warranty and conformity

1. Supplier guarantees that the Goods to be delivered by it (continue to) comply with the (requirements in the) Agreement or, if nothing has been agreed in this respect, with the specifications, properties and requirements that are set for the Goods in trade, or at least are customary, and do not contain any substances and/or preparations prohibited by or pursuant to law. Supplier also guarantees that the Goods to be delivered are at all times of good and consistent quality and free from defects in construction, material, manufacturing finish and design, as well as from errors and defects in nature, composition and content. Supplier further warrants that the Goods to be delivered are fully suitable for the purpose for which they are intended and can be used as such and, if applicable, processed.
2. Evers Specials is authorised, but not obliged, to inspect or arrange for the inspection of the Goods during production, processing, storage and after delivery.
3. A warranty period of 12 (twelve) months from delivery applies to Goods, unless a longer period follows or is used by law, case law or by the Supplier or within the Supplier's branch of industry. The guarantee period shall be extended with a period equal to the period(s) during which the Goods have not been used or could not be fully used as a result of a shortcoming in the performance(s).



4. If the Goods delivered do not comply with the provisions of the first paragraph of this article, and more specifically if, in the opinion of Evers Specials, the Goods delivered are not in accordance with the specification(s) given or an approved sample, Evers Specials has the right to reject those goods. In that case, the Supplier shall be obliged within 10 (ten) days, at the discretion of Evers Specials, either to supply replacement Goods, or to repair, modify or improve the Goods, or to refund any purchase price already paid; all without prejudice to Evers Specials' right to full compensation for the damage it has suffered.
5. After consultation with the Supplier, it must reasonably be assumed that the Supplier cannot or will not provide for repair or replacement as referred to in the previous paragraph of this article, in urgent cases, Evers Specials is entitled to have repair or replacement carried out at the Supplier's own expense or by a Third Party.

## Article 23. Food safety

1. To the extent the Goods are designated as food, foodstuffs or other Goods for which food safety must be observed, this article shall apply.
2. Unless the Parties agree otherwise in Writing, the Supplier warrants that all Goods delivered comply with applicable national and international laws and regulations relating to food safety, including but not limited to Regulation (EC) No 178/2002 of the European Parliament and of the Council of 28 January 2002 on the general principles and requirements of food law, International Featured Standard (IFS) or other affiliated certificates.
3. Suppliers must comply with and be able to demonstrate compliance with recognised and applicable food safety certifications, including but not limited to Hazard Analysis and Critical Control Points (HACCP), Good Manufacturing Practice (GMP) and ISO 22000. These certifications should be current and regularly renewed according to relevant industry standards and legislation. Evers Specials may request a copy of these certifications, Supplier must submit them in such case. The parties may deviate from this provision in Writing.
4. The Supplier shall at all times be able to trace and document the origin of the Goods. This includes, but is not limited to, information on the cultivation, harvesting, processing and storage of the Goods.
5. The Supplier shall maintain a detailed traceability system.
6. Evers Specials reserves the right to inspect and check the Goods upon delivery for conformity with the agreed specifications and food safety standards. If the Goods do not comply with the agreed specifications or food safety standards, Evers Specials has the right to refuse delivery and return the Goods at the Supplier's expense, with the return and return costs being at the Supplier's expense and risk, unless otherwise agreed in Writing in the Agreement or Purchase Order.



## Article 24. Transport

1. The Supplier is responsible for arranging the Transport of the Goods from the point of dispatch to delivery at the agreed delivery address to Evers Specials.
2. The Transport shall comply with applicable national and international laws and regulations, including the CMR Convention, where applicable.
3. All packaging should be clearly labelled with essential information, including contents, quantity, expiry date and any special instructions for handling during Transport.

## Article 25. Applicability CMR Convention

1. Where the CMR Convention applies, the provisions of the General Purchase Conditions shall also apply insofar as a provision does not conflict with the CMR Convention.





## CHAPTER III. PROVISIONS APPLICABLE TO SERVICES

The provisions contained in this chapter are in addition to the general provisions contained in Chapter I.

### Article 26. Provision of Services

1. The Supplier guarantees that it will perform the Services with the degree of care, expertise and professionalism customary within the Supplier's industry and that the results will meet the agreed specifications, service descriptions and/or the properties and requirements placed on the Services in the trade.
2. The Supplier is not permitted to transfer and/or outsource all or part of its obligations under an Agreement to a Third Party (including secondment) without Evers Specials' prior Written consent.
3. The Supplier shall impose the same obligations on the Third Party as apply between the Supplier and Evers Specials. The Supplier is and remains at all times responsible and liable for acts and/or omissions of a Third Party engaged by it.
4. At the request of Evers Specials, Supplier will cooperate with the Third Party(ies) designated by Evers Specials.
5. The Supplier shall only provide qualified persons for the agreed Services. In case of justified doubt Evers Specials has about the suitability of a person, Evers Specials may request that this person be replaced as soon as possible at the Supplier's expense.
6. At Evers Specials' first request, the Supplier shall submit the details permitted under applicable laws and regulations as stated on the proof of identity of its personnel and/or Third Parties engaged by it.
7. The Supplier shall ensure that Evers Specials can check the identity of the personnel and/or Third Parties deployed before commencement of the work on the basis of valid identification. The Supplier further ensures that the personnel can identify themselves on the work floor at all times.
9. If the Supplier fails to comply with the obligations as referred to in paragraphs 6 and 7 of this article in a timely manner, Evers Specials reserves the right to deny the relevant staff members and/or Third Parties engaged access to the work. The Supplier indemnifies Evers Specials against any claim, possible fines and/or other claims in this respect.
10. If and insofar as legally possible, the Supplier indemnifies Evers Specials against all damage to be suffered by Evers Specials in connection with the (presumed) existence of a (fictitious) employment relationship between the Parties, including costs, statutory interest and tax interest, resulting from an additional levy of payroll tax (including wage tax and national insurance contributions) by the Tax Authorities on the grounds of a private law or fictitious employment relationship in respect of the Supplier's deployment, provided that the additional levy by the Tax Authorities is based on an actual



circumstance from which it appears that the Supplier performed the Services in private law or fictitious employment.

## Article 27. Warranty and conformity

1. The Supplier guarantees that the Services to be performed by it will (continue to) comply with the (requirements in the) Agreement or, if nothing has been agreed in this respect, with the specifications, properties and requirements that are set for the Services in trade, or are at least customary. This also applies to the applicable statutory regulations.
2. A guarantee period of twelve (12) months from delivery applies to Services, unless a longer period follows or is used by law, case law or by the Supplier or within the Supplier's line of business. The guarantee period will be extended by a period equal to the period(s) during which the Services have not been used or could not be fully used as a result of a failure in performance(s).
3. If, in the opinion of Evers Specials, the Services performed do not comply with the Agreement, Evers Specials shall, within the guarantee period, without prejudice to all other rights and claims, have the option to, inter alia:
  - a. having the Supplier repair, modify, improve or redeliver Goods and/or perform Services free of charge;
  - b. terminating the Agreement with immediate effect, in whole or in part, and claiming additional damages.
4. If, after consultation with the Supplier, it must reasonably be assumed that the Supplier cannot or will not provide for repair or replacement, or will not do so in time or properly, Evers Specials is entitled, in urgent cases, to have repair or replacement carried out at the Supplier's own expense or by a Third Party.

## Article 28. Resources

1. The Supplier shall itself provide the necessary (auxiliary) resources for the performance of the Agreement.
2. In the event that Evers Specials makes (auxiliary) materials available to the Supplier for the purpose of fulfilling the Supplier's obligations, such materials will remain Evers Specials' property. The Supplier shall keep such materials separate from objects belonging to itself or Third Parties. The Supplier shall mark such materials and treat them as the property of Evers Specials. The Supplier is obliged to return the (auxiliary) materials to Evers Specials no later than with the last (partial) delivery to which the materials relate.
3. Changes to the intended tools as well as the use of these tools for or in connection with any purpose other than the services provided to Evers Specials are only permitted with prior written consent from Evers Specials.