



**GENERAL PURCHASE CONDITIONS**

Name: UMC Utrecht

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**Article 1. Definitions**

In these Purchase Conditions the words written with a capital letter have the meaning assigned to them in this Article 1 as well as in the Purchase Conditions.

- A. UMC and its Affiliated Legal Entities: The legal entity under private law, UMC Utrecht, acting under the name UMC Utrecht and registered at the Chamber of Commerce under number: 30244197
- B. Affiliated Legal Entity: legal entity in which UMC has a predominant degree of control, or a substantial interest (at least 5% of the shares).
- C. Supplier: The counterparty of UMC.
- D. Parties: UMC and the Supplier.
- E. Performance: The goods, user rights and other proprietary rights (to be) delivered by the Supplier to UMC and the services to be performed and work to be carried out by the Supplier for the benefit of UMC as well as the realization and delivery of a tangible work.
- F. Offer: The Supplier's written or verbal proposition to render a certain Performance to UMC for a particular price.
- G. Order: The written commission by UMC to the Supplier to render a Performance.
- H. Agreement: Any agreement which regulates the legal relationship between UMC and the Supplier with regard to the rendering by the Supplier of a Performance to UMC, amended as necessary by means of a change or supplement thereto, as well as all (legal) actions required for the conclusion or execution of that agreement.
- I. Force Majeure: The inability to fulfill an agreement as a consequence of a non-attributable failure. The term Force Majeure (non-attributable failure) on the part of the Supplier does not in any event include: a lack of staff, wildcat strikes, staff illness, IT problems, late supply or unsuitability of materials or of the system software, non-performance of third parties engaged by the Supplier and/or liquidity or solvency problems on the part of the Supplier.
- J. Framework Agreement: An agreement between UMC and the Supplier with the aim of recording the conditions relating to Orders to be placed over a certain period, particularly with regard to price and, as necessary, the intended quantity.
- K. Delivery on Demand Contract: An Agreement whereby predetermined quantities are ordered (on demand) from the Supplier by UMC for predetermined prices and conditions.
- L. Medical Devices: In accordance with the definition referred to in Article 2, under 1 of EU Regulation 2017/745 (Medical Device Regulation, MDR).
- M. Approval or Trial: An Agreement whereby a Performance is made available free of charge by the Supplier to UMC for a period agreed in advance in writing, whereby the ownership and risk of the Performance in question remain entirely for the Supplier's account



- and the Supplier comes to collect the Performance again after the agreed period.
- N. Consignment: An Agreement whereby the Supplier gives a Performance in consignment to UMC free of charge for a period agreed in writing, with the ownership and risk of the Performance in question only transferring to UMC at the moment at which UMC starts using or consuming the Performance in question.
- O. General Purchase Conditions: These general purchase conditions of UMC.
- P. Recall: The recalling or removing by the Supplier from UMC (or the provision of further instructions or additional information, such as a Field Safety Notice or Safety Warning) of articles and/or Medical Devices on the basis of a subsequent delivery due to a failure which has come to the Supplier's attention in the field of quality, safety and/or the use of a product, as a result of which this product does not provide the safety and/or use options which can reasonably be expected when executing a medical treatment contract.

#### Article 2. Scope of application

- 2.1 The Purchase Conditions are applicable to, and are part of, all Orders and all Agreements relating to (part of) the Performance.
- 2.2 The applicability of any general or specific Supplier conditions or stipulations, however named, is explicitly rejected.
- 2.3 If, in the opinion of the court, any provision of these Purchase Conditions is not applicable, or is invalid, only the provision in question will be regarded as non-existent, while the rest of the Purchase Conditions will continue to apply in full. The Parties will consult in order to replace the non-applicable or invalid provision with a new provision, whereby the goal and purport of the previous provision will be observed as much as possible.
- 2.4 In the event of conflict between the provisions of these Purchase Conditions and the provisions of the Agreement, the provisions of the Agreement will take precedence over the provisions of the Purchase Conditions.
- 2.5 Changes and/or additions to these Purchase Conditions are only valid if these have been agreed in writing between the Parties. The change and/or addition only applies to the Agreement in question.
- 2.6 In the Purchase Conditions electronic data traffic and faxes are regarded as equivalent to written documents. Electronic data traffic is taken to mean the messages sent by email, Internet, EDI and comparable forms of data transmission.

#### Article 3. Offers and Orders

- 3.1 Requests for an Offer do not bind UMC and should be regarded as an invitation to issue an Offer. The Offer is free of charge for UMC. The Offer is irrevocable and will remain valid for a period of sixty calendar days, counting from the date of the Offer.
- 3.2 UMC is entitled to cancel the Agreement at any time if the Supplier has demonstrably not yet started executing the Agreement. In that case UMC will reimburse the Supplier the costs it has incurred, insofar as these costs are reasonable.



- 3.3 If the Supplier starts the work/delivery without having received an Order, the Supplier will do so for its own account and risk.
- 3.4 In the case of Delivery on Demand Contracts, the Agreement is formed on each occasion at the moment at which UMC sends and/or has sent the Order within the framework of the Delivery on Demand Contract.
- 3.5 The Supplier is regarded as being sufficiently informed about the objectives of UMC in relation to the Agreement, the organization of UMC, the circumstances under which and the environment in which the Performance and - if applicable - the processes whereby the Performance will be used and the data flows that will then be processed.
- 3.6 In this instance the Supplier will be regarded as having accepted these General Purchase Conditions as soon as a start is made to rendering the Performance.

#### Article 4. Changes

- 4.1 UMC is entitled to request variations in the amount of work. Variations in the amount of work can only exist insofar as UMC has given written instructions to that effect. In the event of less work, the price for the Performance will be proportionally reduced.
- 4.2 If, in the Supplier's opinion, additional work has taken place and this has consequences, in the Supplier's opinion, for the agreed price and/or delivery time, the Supplier will be obliged, before implementing the change, to inform UMC to this effect in writing as soon as possible but by no later than within 8 days after the notification of the required change  
. It will never be possible to charge work which the Supplier could have anticipated in advance as additional work. If, in UMC's opinion, these consequences for the price and/or delivery time are unreasonable as regards the nature and scope of the change, UMC will be entitled to dissolve the Agreement by sending a written notification to that effect to the Supplier unless, in view of the circumstances, this is contrary to the principle of reasonableness and fairness. A dissolution on the grounds of this paragraph does not entitle the Supplier to compensation for any loss or damage.
- 4.3 Only after written approval from UMC can the Supplier make or implement changes to the scope, composition and/or nature of Performance to be rendered, the accessories and the relevant packaging. By giving approval UMC does not accept any liability and/or risk with regard to the technical, constructive and/or functional reliability of the Performance.
- 4.4 In the event of mistakes in, or contradictions or incompleteness between, parts of the Order or the Agreement, the Supplier must consult with UMC before starting to execute it so that the Order can be amended as necessary.
- 4.5 With regard to changes in the Agreement, the Supplier will apply the same unit prices and mark-ups as already included in the Agreement, unless the Parties have agreed lower unit prices and mark-ups for variations in the amount of work.

#### Article 5. Prices

- 5.1 The agreed prices are fixed for the term of the



Agreement and are consequently not subject to review.

- 5.2 The agreed prices are in euros, exclude VAT (unless explicitly stated otherwise), are based on the 'delivery duty paid' delivery condition (DDP Incoterms 2010) and cover all costs connected to fulfillment of the Supplier's obligations under the Agreement. The Supplier is obliged to state the applicable VAT percentage. The prices include a breakdown of the travel and accommodation costs, any hourly rates and the number of hours necessary for each individual element.

#### Article 6. Delivery

- 6.1 The interpretation of delivery conditions is subject to the latest version of the 'Incoterms' as published by the International Chamber of Commerce at the time that the Agreement was formed.
- 6.2 Delivery takes place DDP to the agreed delivery destination.
- 6.3 The delivery time and the delivery period, or the latest date on which the Performance must have been rendered, are hard deadlines. In the event of late delivery, the Supplier will be in default without further notice of default being required. If the Supplier expects it to be impossible to make the delivery on time in accordance with the arrangements, the Supplier must inform UMC's purchasing department immediately to that effect in writing, stating the relevant circumstances, and must make an immediate proposal regarding the taking of interim arrangements. The Supplier is only entitled to render an alternative Performance after UMC has given permission to do so in writing.
- 6.4 A delivery of goods must be accompanied by a packing list which must be clearly attached to the exterior of the dispatch package. The packing list must state the UMC order number(s) as well as the article number(s), quantity/quantities, article description(s), and batch numbers.
- 6.5 The Supplier may combine various goods deliveries into 1 consignment, but these must be separately packed per order (or order number) and each (inner) package must be accompanied by a packing list per order number. The separate packages must each fulfill the stipulations in Article 7.1 of these Purchase Conditions. If the Supplier combines a number of orders into 1 consignment, it must be possible to check on the exterior of the dispatch package which order numbers the consignment relates to and the Supplier must also attach an extra packing list per order number.
- 6.6 If a Performance rendered by the Supplier is subject to export regulations or export licenses (such as, but not exclusively, those of the EU or the United States), the Supplier must indicate to UMC in writing and in a structured manner which regulations and licenses this concerns and keep UMC updated so that an up-to-date overview is always available at UMC.
- 6.7 Deliveries will take place exclusively via the UMC goods inwards department, unless agreed otherwise between UMC and the Supplier. Deliveries will take place during the regular opening times of the UMC goods inwards department.
- 6.8 Upon delivery UMC will only sign for the number of items



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received and is the only party authorized to do so. Signing for receipt explicitly does not imply approval.

- 6.9 Deliveries of goods in bulk quantities will be made on Europallets and, if desired by UMC, on a fixed day of the week.
- 6.10 The rendering of a Performance also includes the making available of all accompanying resources as referred to in Article 9 of these Purchase Conditions, as well as the delivery of all accompanying documentation in the Dutch language (for example in relation to maintenance, operation, safety and sterilization), drawings, quality and guarantee certificates. Technical documentation may be provided in the English language. Manuals relating to daily use by users of the Performance must be made available in Dutch.
- 6.11 The rendering of the Performance to UMC does not prevent UMC from invoking non-compliance by the Supplier of its obligations at a later date.
- 6.12 If UMC asks the Supplier to postpone delivery of an item, the Supplier will store, secure and sufficiently insure the Performance properly and in a manner in which it is recognizably intended for UMC. Any related reasonable costs can be charged on in consultation with UMC.

#### Article 7. Packaging and shipment

- 7.1 Goods must be adequately packed and marked in accordance with statutory regulations and decisions and any additional UMC regulations in such a way that they reach their destination in good condition. What is more, the delivery and packaging of sterile medical devices must comply with the guidelines of the Association of Specialists in Sterile Medical Devices [Vereniging van Deskundigen Steriele Medische Hulpmiddelen] (VDSMH) entitled 'Requirements for the delivery of single use sterile medical devices' [Eisen aan de levering van steriele medische hulpmiddelen voor eenmalig gebruik]. The dispenser package must contain at least the following information: Description of article, batch number, supplier's article code, CE + notified body, expiry date, measurements/dimensions (if applicable), and barcode. The articles at the various packaging levels must be equipped with a barcode in GS1 format. The barcode at all levels until the final level, the single package, must be accompanied by, at least, the following information:
  - GTIN code.
  - Expiry date.
  - Batch number and/or series number.
- 7.2 The Supplier is liable for loss or damage caused due to inadequate packaging. The Supplier will arrange the collection, or the return, of the damaged items and will arrange a new (undamaged) delivery within 2 working days without this leading to any extra costs for UMC. In emergencies, at the discretion of UMC, the Supplier is obliged to arrange a new delivery, by a shorter deadline imposed by UMC, without this leading to any extra costs for UMC.
- 7.3 The package contents must be clear and easy to check from the outside. If the package contents have to be stored cool, sterile, or in any other special way, this will be stated clearly and legibly on the package.
- 7.4 All packaging (with the exception of returnable packaging) will become the property of UMC upon delivery, unless



UMC decides against this. In the latter case Article 7.5 of these Purchase Conditions will apply in full. In the packing list accompanying a goods delivery the Supplier must indicate whether returnable packaging has been used. Moreover, the Supplier must clearly indicate that the packaging is returnable packaging. In the event of returnable packaging which is subject to a deposit, the Supplier must register this and specify it on the invoice.

- 7.5 Return shipments of returnable packaging will take place for the Supplier's account and risk to a destination it indicates. Return shipments of returnable packaging will take place within 14 days after UMC has notified the Supplier of the return shipment in question.
- 7.6 If, at the request of UMC, the Supplier processes or destroys packaging materials, this will take place for the Supplier's account and risk.

#### **Article 8. Ownership and risk of goods**

- 8.1 Ownership of the Performance or parts of the Performance will transfer to UMC upon delivery. If it has been agreed between the Parties that the Performance must first be approved by UMC, the risk will not transfer until after approval by UMC. Exceptions are the Performances rendered on the basis of Approval or Trial, Hiring, Loaning, and Consignment.
- 8.2 Contrary to the provisions of Article 8.1, UMC will acquire, in the instance referred to in Article 6.12, the ownership of a good at the moment at which it is stored on behalf of UMC.
- 8.3 If, contrary to the provisions of Article 10 of these Purchase Conditions, whole or partial advance payment has been agreed, UMC will acquire, pursuant to the advance payment it has made, without any additional act of transfer being required, the ownership of all materials, raw materials and semi-finished goods which the Supplier uses for the execution of the Agreement or which are intended to be used for that purpose, such up to the value of the amount paid in advance. The Supplier is obliged to keep the materials, raw materials and/or semi-finished goods in question, free of charges and rights, for UMC, to insure them sufficiently and store them separately on behalf of UMC and indemnify them against loss, damage and the execution of rights by third parties.
- 8.4 If UMC exchanges/returns a Performance, whether with accessories or otherwise, the risk of this Performance will transfer to the Supplier at the moment at which the Performance is handed over to the carrier.



#### **Article 9. Resources related to rendering the Performance**

- 9.1 Materials, unused or unprocessed raw and auxiliary materials, tools, drawings, models, instructions, specifications, software and other resources made available by UMC, or purchased or manufactured by the Supplier for UMC's account, will continue to be owned by UMC, or will become owned by UMC at the moment of purchase or manufacture.
- 9.2 The Supplier will render in advance to UMC the Performance for which raw materials and/or auxiliary materials and/or software made available by UMC, or purchased or manufactured by the Supplier for UMC's account, have been used or processed at the moment the raw and auxiliary materials and software are used or processed.
- 9.3 The Supplier is obliged to mark the materials and resources referred to in Article 9.1 as recognizable property of UMC, to keep them in good condition, and to insure them for its account and risk against all risks, as long as the Supplier acts as keeper with regard to those resources.
- 9.4 The Supplier is obliged to return to UMC the materials and resources referred to in Article 9.1 no later than at the time of the final (part) delivery to which the resources relate.
- 9.5 Any change to or deviation from the materials and resources referred to in Article 9.1, as well as the use of these materials and resources for, or in connection with, any purpose other than the rendering of the Performance to UMC will be allowed only following prior written permission from UMC. This approval will not affect the Supplier's guarantee obligations.
- 9.6 Insofar as applicable the Supplier will remain responsible for assessing the accuracy of the resources and information made available to it, insofar as this is important for the rendering of its Performance.

#### **Article 10. Invoicing and payment**

- 10.1 Insofar as UMC has issued an Order to the Supplier, the latter must - after the rendering of the Performance referred to in the Order - submit an invoice per Order (per order number), unless the Order stipulates otherwise. In that case the stipulations on the Order will apply. The order number must be stated clearly on the invoice. At the request of UMC the Supplier must also state the cost item, internal contact person, or other relevant information on the invoice.
- 10.2 Any delivery or return by the Supplier must also be invoiced or credited separately. Debiting and crediting may never be settled on a single invoice.
- 10.3 In the event of complete and correct execution of the Agreement, UMC will pay the relevant invoiced amount within thirty days after the date stated on a correct invoice. Any statutory interest payable by UMC will be the statutory interest referred to in Article 119(3) of Book 6 of the Dutch Civil Code.
- 10.4 If advance payment has been agreed, the Supplier must, at the first request and for its own account, provide an unconditional and irrevocable bank guarantee (including the payable amount of VAT) which has been issued by a reputable financial institution which is acceptable to UMC and licensed by De Nederlandsche Bank, or another comparable authorization under public law.



- 10.5 Payment by UMC does not in any way imply any relinquishment of rights.
- 10.6 UMC is entitled to set off any amounts it can claim from the Supplier, on any account, whether due and payable or otherwise, against amounts which it owes the Supplier.
- 10.7 UMC is always entitled to suspend its obligations in relation to an Agreement if and insofar as the Supplier (partially) fails in the fulfillment of its obligation.
- 10.8 UMC will not pay any interest charges, collection costs, or other costs for invoices if the Supplier has submitted an inaccurate, incomplete or otherwise incorrect invoice or in the event that the Supplier fails to fulfill its obligations.
- 10.9 Transaction costs relating to payments (for example in relation to payments to foreign bank accounts) are for the Supplier's account.

#### **Article 11. Quality and Guarantee**

- 11.1 The Supplier guarantees that the Performances rendered fulfill the agreements, have the characteristics promised and which UMC may expect, are sound and free of defects, are in accordance with the agreed specifications and the documentation submitted, are suitable for the purpose for which they are intended, are ready for use and meet the highest legal requirements and other government regulations, including European legislation and regulations and regulations by lower ranking authorities, as well as the highest requirements of the safety, environmental, and quality norms or certification used within the sector, as all of these applied at the time the Performance was rendered. The Supplier also guarantees that the Performance is unencumbered and free of attachments.
- 11.2 The Supplier is obliged to stipulate vis-à-vis its suppliers that they transfer guarantee certificates and resulting guarantees, which are transferred by possible third parties for parts they deliver/generate, directly to UMC as well. The failure to provide such a guarantee certificate, or have one provided, does not release either the Supplier or the third parties it engages from the obligations in question. In the event of a discrepancy between various guarantee texts concerning one and the same part, the most favorable guaranteed text for UMC will apply.

#### **Article 12. Documentation, parts and resources for commissioning/use**

- 12.1 Without prejudice to the provisions of Article 6.10, the Supplier guarantees that all parts, resources, attachments, tools, technical documentation, instructions for use, instruction manuals, safety sheets, and other resources (including but not limited to e-learning modules) which are necessary or prescribed for the realization of the goal indicated by UMC will also be delivered, even if they are not referred to by name. In the event of the delivery of medical devices which have to be cleaned, disinfected and sterilized, the Supplier will provide the cleaning and sterilization instructions. Accompanying validation reports will be made available to UMC on request or offered for inspection.
- 12.2 UMC is free to use these resources, including the copying of documentation for its own use.



- 12.3 The Supplier is obliged to keep in stock parts of goods it is to deliver, including spare parts and consumable components and spare articles, relating to the delivered goods, for the usual operating life (based on the circumstances of normal use and for at least a period of 10 years after the actual date delivery or installation) and to deliver them on demand.
- 12.4 Without prejudice to the provisions of Article 12.3 the Supplier guarantees, in any event if the Performance to be rendered concerns a medical device consisting of a device, to maintain the Performance for a period of 10 years after acceptance insofar as an instruction to that effect is issued.

#### **Article 13. Inspections**

- 13.1 Inspections, checks and/or testing by UMC or persons or bodies designated for that purpose by UMC can take place both before and after rendering the Performance.
- 13.2 With this in mind the Supplier will grant access to production and storage locations and will cooperate with the desired inspections, checks, and testing and will provide the necessary documentation and information for its own account.
- 13.3 If necessary the Supplier will inform UMC on time in advance of the time at which inspections, checks and/or testing can take place.
- 13.4 The Supplier is entitled to attend the inspections, checks and/or testing.
- 13.5 If the Performance is wholly or partially rejected during inspections, checks and/or testing before, during or after the Performance has been rendered, UMC will report this in writing to the Supplier.
- 13.6 In the event that the Performance is rejected during or after rendering, the risk of the rejected Performance will transfer to the Supplier as from the date of the notification referred to in Article 13.5 of these Purchase Conditions.
- 13.7 If it transpires that, irrespective of the results of any inspections, checks and/or testing, the Performance does not fulfill the provisions of Article 11 of these Purchase Conditions and/or the Agreement, the Supplier will, at UMC's discretion, repair or replace the faulty Performance for its own account, at the first request, after the faulty Performance has been returned, unless UMC prefers to terminate of the Agreement in accordance with the provisions of Article 20 of these Purchase Conditions.
- 13.8 In emergencies and also if, after consulting with the Supplier, it must be reasonably assumed that the Supplier cannot or will not repair or replace, or cannot or will not repair or replace on time or properly, UMC will have the right to repair or replace itself, or have this carried out by a third party.
- 13.9 If the Supplier does not recover the delivered and rejected Performance within 10 working days after the date of the written notification, UMC will be entitled to return the Performance for the Supplier's account and to have any Performances already invoiced credited within 14 days, such without prejudice to other rights of UMC.
- 13.10 Examinations, inspections, testing and/or assessments, or the lack thereof, will not prejudice UMC's rights with regard to the Performance.





#### Article 14. Medical Devices

- 14.1 If and insofar as the EU Regulation 2017/745 (Medical Device Regulation, MDR), the Dutch Medical Devices Act, and the VDSMH guidelines apply to the Performance to be rendered, said Performance and the packaging must entirely fulfill the requirements of this regulation, law, guidelines, and the secondary regulations based thereon.
- 14.2 The expiry date to be stated on the label must be as far away as possible in time from the moment of delivery, whereby there must be a period of 24 months between the moment of receipt and the expiry date.
- 14.3 If, in UMC's opinion, the expiry date of the Performance to be rendered is too close to the moment of delivery, UMC will be entitled to refuse this Performance unless this would be manifestly unreasonable in view of the circumstances. Refusal of the Performance on the grounds of this paragraph does not entitle the Supplier to compensation for any loss or damage.
- 14.4 In the case of successive deliveries of Medical Devices which are covered by the law referred to in this article, the Supplier must ensure that the final delivery has an expiry date which is later, or at least on the same date, as the preceding deliveries.
- 14.5 Wherever possible the information referred to in this article as required must be attached to packaging in the form of pictograms.
- 14.6 The Supplier must have notified UMC as to whether it is necessary to execute a Recall immediately after a failure in its product has become known. This Recall must be carried out at the supplier's expense in accordance with the procedure as can be downloaded by the Supplier from the UMC website. After being informed of a Recall by the Supplier, UMC will have the option of dissolving the Agreement or the Order.
- 14.7 With regard to the Performance in question the Supplier will cooperate immediately and unconditionally with the execution of the covenant entitled 'Safe use of medical technology in the hospital by UMC'.
- 14.8 UMC is not obliged to issue data about use to suppliers within the framework of Post Market Surveillance.
- 14.9 The Supplier will provide punctual information about availability and discontinuity. When the Supplier is no longer going to supply the product, the Supplier will inform UMC to this effect 6 months before the date of withdrawal from service.
- 14.10 The Supplier will provide information in the event of interruptions in the supply chain/logistical chain and the supplier can be held liable if it withholds information.
- 14.11 The Supplier is obliged to provide transparency in the supply chain/logistical chain if requested to do so.
- 14.12 The Supplier will supply UDI data for all medical devices on the label in accordance with EU Regulation 2017/745 (MDR).
- 14.13 In the context of UDI suppliers will use a legible barcode, preferably of the GS1 standard.
- 14.14 The Supplier will submit the currently valid CE certificate (in digital form).
- 14.15 The Supplier will submit the implant card in the case of class III medical devices.

#### Article 15. Safety, the environment and corporate social responsibility



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- 15.1 The Supplier accepts that it is responsible for the effects of its activities on the environment, employees, and the society in which it operates. The Supplier will endeavor to lay down structurally its own CSO policy and any CSO action plan.
- 15.2 The Supplier respects the universal standards relating to employment which are detailed in a series of treaties of the UN International Labour Organization (ILO).
- 15.3 If requested by UMC the Supplier is prepared to submit a Product's raw material passport.
- 15.4 If requested by UMC the Supplier is prepared to provide transparency, wherever possible, with regard to a Product's production chain/chain of suppliers.
- 15.5 The Supplier will adopt a proactive stance and will be as innovative as possible in terms of improving the environmental performance associated with the goods delivered or services provided.
- 15.6 The Supplier will comply with the most recent version of the Dutch Packaging Decree [Besluit Beheer Verpakkingen Papier en Karton].

#### Article 16. Confidentiality, data protection and personal data protection

- 16.1 The Supplier will keep secret any information and/or data which it obtains within the framework of (the execution of) the Agreement and will not issue it to third parties without written permission from UMC - with the exception of third parties that it engaged in the execution of the Agreement - unless this is done on the grounds of a legal obligation or court order. The duties of confidentiality as referred to in this Article do not relate to:
  - a) information/data which was already accessible to the public at the moment at which it became available to the Supplier;
  - b) information/data which was already accessible to the public after it became available to the Supplier, unless this is the consequence of non-fulfillment by the Supplier of its obligations on account of this article; or
  - c) information/data which the Supplier legally obtained, or became aware of, before this information/data was made available to the Supplier.
- 16.2 The Supplier undertakes vis-à-vis UMC to impose the obligations as referred to in the previous paragraph of this article on those who (including employees of the Supplier) are charged with the execution of the Agreement on behalf of the Supplier and guarantees vis-à-vis UMC that this/these person(s) will fulfill these obligations.
- 16.3 In the event of violation by the Supplier of its obligations on account of this article the Supplier will forfeit to UMC an immediately due and payable penalty of EUR 25,000.00 per occurrence, which penalty will not affect any obligation to pay compensation which the Supplier might have.
- 16.4 The Supplier will comply with the applicable regulations in the field of information security in the healthcare sector (NEN 7510 Standard for information security in the healthcare sector) and will ensure that the Performance it renders complies with that standard. The Supplier authorizes UMC to check the process and the Performance, or to have it checked, by means of an (external) information security audit. The Supplier



guarantees that the Performance does not contain any security measures or functions, or elements which are alien to the ICT Performance (including but not limited to logic bombs, viruses and worms, hidden encryption, Trojan horses, or other restrictions or contaminations), other than those which are referred to in the documentation.

- 16.5 The Supplier guarantees that all European and legal regulations relating to the data to be processed, particularly including the regulations by virtue of or pursuant to EU Regulation 2016/679 of the European Parliament and the Council of 27 April 2016 (General Data Protection Regulation, GDPR), have been and will be promptly observed. The Supplier will issue UMC with all information requested in relation to this immediately in writing. In any event the Supplier will arrange suitable technical and organizational measures to guarantee a level of security which is appropriate for the risk. The Supplier will indemnify UMC against all third-party claims which might be brought vis-à-vis UMC due to violation of applicable privacy law and/or regulations and/or statutory retention periods.
- 16.6 Agreements between UMC and the Supplier relating to the processing of personal data (including indirectly traceable personal data) will be laid down in writing. If it is established, at any point in time, that the Supplier is the processor in the name of or on behalf of UMC, these agreements will be laid down in a data processing agreement.
- 16.7 The Supplier will not take personal data outside the European Economic Area (EEA) without UMC's prior written permission.

**Article 17. Intellectual property and/or other (comparable) rights**

- 17.1 The Supplier will not use the name of UMC and/or the names of its employees in publications and/or advertisements or otherwise without prior written permission of the UMC communication department.
- 17.2 If intellectual property rights and/or other (comparable) rights to the Performance and/or anything related to the Performance are vested in the Supplier or third parties, the Supplier will be obliged with regard to those rights to grant to UMC, automatically and immediately, a non-exclusive non-cancellable (sub)user license for an indefinite period of time, or to have one granted, including the right to resell the Performance it rendered and/or anything related to the Performance to third parties. The fee for this (sub)user license is included in the price of the Performance and/or anything related to the Performance.
- 17.3 The Supplier guarantees the free and uninterrupted use of the Performance and/or anything related to the Performance by UMC, or by third parties to which UMC has passed on the Performance and/or anything related to the Performance and guarantees that the Performance and/or anything related to the Performance does not violate, either entirely or partially, any intellectual property right or any other (comparable) right of third parties. The Supplier indemnifies UMC against all (threats of) claims by third parties relating to any violation of intellectual property rights and other



(comparable) rights of said third parties and will compensate UMC for all costs and loss or damage which are the consequence of any (alleged) violation, including the full costs of legal assistance.

- 17.4 Contrary to the provisions of Article 17.2 of these Purchase Conditions, all intellectual property rights and other (comparable) rights to a Performance specifically developed on behalf of UMC and/or a related Performance are vested in UMC. Insofar as these are/will be vested in the Supplier, the rights are hereby transferred to UMC by the Supplier signing an Agreement, which transfer is hereby accepted by UMC as soon as those rights are created. Insofar as an additional deed is required for the transfer of such rights, or other formalities have to be completed, the Supplier hereby authorizes UMC irrevocably to draw up said deed and sign it on behalf of the Supplier and to complete these formalities partly on behalf of the Supplier, without prejudice to the Supplier's obligation to cooperate, at the first request of UMC, with the transfer of said rights, without being able to impose additional conditions. The Supplier hereby relinquishes vis-à-vis UMC any personality rights vested in it, to the extent that the applicable regulations permit such relinquishment. The Supplier guarantees that the employees or contractors involved for its part relinquish vis-à-vis the Supplier any personality rights vested in them in the employment contract or commission contract which applies between these employees or contractors and the Supplier, to the extent that the applicable regulations permit such relinquishment.
- 17.5 Supplementary to the indemnification referred to in Article 17.3 and in the event of a ban on the use of the Performance and/or anything related to the Performance in connection with a violation of the intellectual property rights and/or other (comparable) rights of third parties, the Supplier will, at UMC's discretion, do the following as soon as possible and at its own expense:
- a) Obtain a right of use for UMC to the relevant delivered Performance and/or anything related to the Performance.
  - b) Modify the Performance in question and/or anything related to the Performance in such a way that the rights of third parties will no longer be violated.
  - c) Replace the Performance in question and/or anything related to the Performance with an equivalent Performance with at least the same functionality and quality which does not violate the rights of third parties.
  - d) Take back the Performance in question and/or anything related to the Performance in return for repayment of all costs paid for the Performance and/or anything related to the Performance, such without prejudice to other rights of UMC, including the right to dissolve the Agreement and the right to (replacement and/or supplementary) compensation.

**Article 18. Transfer of rights and obligations**

- 18.1 The Supplier will not transfer the rights and obligations which result for it from the Agreement, either wholly or partially, to third parties without prior written permission



from UMC. The permission will not be withheld on unreasonable grounds.

- 18.2 UMC has the right to attach conditions to its permission as referred to in paragraph 1 of this article. UMC's permission, whether subject to conditions or otherwise, does not relieve the Supplier of its obligations under the Agreement and the Supplier is responsible for the contribution by third parties as if it was its own Performance.

**Article 19. Liability**

- 19.1 The Supplier is liable for all loss or damage suffered by UMC and/or third parties as a consequence of a failure in its Performance and/or as a consequence of, or in connection with, the execution of the Agreement.
- 19.2 The Supplier's liability as referred to in Article 19.1 for orders of which the agreed price for the Agreement is lower or equal to EUR 250,000.00 (in words: two hundred and fifty thousand euros) is limited per occurrence to an amount of EUR 1,250,000.00 (in words: one million two hundred and fifty thousand euros) with a maximum of EUR 2,500,000 (in words: two million five hundred thousand euros) per calendar year.  
For orders of which the agreed price for the Agreement is more than EUR 250,000.00 (in words: two hundred and fifty thousand euros) the Supplier's liability is limited to EUR 2,500,000.00 (in words: two million five hundred thousand euros) per occurrence with a maximum of EUR 5,000,000.00 (in words: five million euros) per calendar year. The limitation of liability referred to above ceases to apply:
- a) in the event of third-party claims for compensation as a consequence of death or injury;
  - b) in the event of intent or gross negligence on the part of the Supplier or its staff;
  - c) in the event of a violation of intellectual property rights as referred to in Article 17 of these general conditions;
  - d) in the event of a violation of the provisions of the GDPR and/or the data processing agreement.
- 19.3 UMC is liable for loss or damage suffered by the Supplier as a consequence of, or in connection with, the execution of the Agreement.
- 19.4 UMC's liability as referred to in Article 19.3 is limited to an amount of no more than EUR 500,000.00 (in words: five hundred thousand euros) per occurrence.
- 19.5 The Supplier indemnifies UMC against compensation claims by third parties (including subcontractors, the Tax and Customs Administration or social security bodies), however named, in relation to loss or damage suffered or late payments and/or costs in connection with this Agreement, for loss or damage on the grounds of liability as referred to in Articles 19.1 and 19.2 and will, at the first request of UMC, reach a settlement with said third parties, or defend itself in court, instead of or jointly with UMC – such at the discretion and approval of UMC - against claims as referred to above.
- 19.6 For the application of this article staff and employees of UMC are designated third parties, whereby the Supplier is not obliged in the relationship with UMC to compensate more loss or damage to third parties than the Supplier is obliged to in accordance with the



law.

- 19.7 The Supplier will ensure that it is adequately insured, during the term of the Agreement, for its liability on the grounds of this article. At the request of UMC the Supplier will submit proof of insurance cover showing that the Supplier is sufficiently insured. At the request of UMC the Supplier will submit proof of payment of the relevant payable insurance premiums.

**Article 20. Dissolution, Termination, Force Majeure, and Cancellation of the Agreement**

- 20.1 Without prejudice to all other statutory and contractual rights to dissolve or terminate the Agreement, UMC is entitled
- (1) to dissolve or terminate the Agreement as well as related agreements, without judicial intervention and with immediate effect by means of a registered letter, without being obliged to pay any compensation, and/or (2) to suspend its payment obligations vis-à-vis the Supplier, if:
    - a) the Supplier does not fulfill its obligations under the Agreement, or does not do so on time or properly. If fulfillment is not permanently impossible, the dissolution can only be invoked after UMC has placed the Supplier in default in writing and a reasonable period for fulfillment has been granted and also if, at the end of the reasonable period for fulfillment, the Supplier continues to be negligent as regards fulfilling this/these obligations;
    - b) the Supplier has submitted a request for a suspension of payments, or a definitive suspension has been granted to the Supplier, or if the Supplier invokes (voluntary or statutory) debt rescheduling, or is bankrupt;
    - c) the Supplier (as a natural person) has submitted a request for the Natural Persons Debt Rescheduling Act [Wet Schuldsanering Natuurlijke Personen] to be declared applicable, or this request has been granted;
    - d) all or part of the Supplier's assets are attached;
    - e) the Supplier (as a natural person) is placed under tutelage;
    - f) The Supplier discontinues or transfers its business, or a significant part thereof, including but not limited to contributing its business to an existing or yet to be incorporated company, or changes the objects of its business;
    - g) in the event of closure, liquidation or full or partial takeover, merger or any comparable situation which leads to a (significant) change in the authority and/or control. A dissolution or termination or suspension of payment obligations as referred to under a to g of this paragraph does not affect any other rights which accrue to UMC on account of the above, including UMC's right to compensation.
- 20.2 UMC may, without prejudice to any other rights, dissolve the Agreement wholly or partially as stipulated in Article 20.1 of these Purchase Conditions if the Supplier or one of its subordinates or representatives offers or gives any benefit to a person who is part of UMC's business, or to one of its subordinates or representatives, without prior written permission to that effect from UMC. The Supplier is liable for the loss or damage (to be) suffered by UMC, which loss or damage is hereby determined to be a fixed





sum of EUR 25,000.00 per violation. This does not affect any other rights of UMC, such as the right to claim full compensation. The term 'person' is also taken to mean anyone who is affiliated to one of the Parties, whether on the basis of employment or otherwise.

- 20.3 All claims which UMC might have or acquire against the supplier in the instances referred to in this article are immediately and fully due and payable.
- 20.4 If the Parties are unable to fulfill their mutual obligations due to Force Majeure, those obligations will be suspended for the term of the Force Majeure.
- 20.5 The Supplier will only be able to invoke Force Majeure if it sends UMC a notification to that effect as soon as possible, accompanied by the necessary supporting documents. However, even if the Supplier has not complied with the provisions of the previous sentence, UMC can accept an invocation of Force Majeure by the Supplier for reasons of fairness.  
If the Force Majeure situation on the part of the Supplier has lasted longer than one month, UMC will be entitled to dissolve the Agreement wholly or partially by means of a registered letter.
- 20.6 Agreements for a definite period of time end by operation of law on the agreed end date. UMC explicitly rejects tacit renewal. The Supplier is expected to make a renewal proposal in writing at least 3 months before the end of the contract.
- 20.7 In the event of agreements for an indefinite period of time UMC is always entitled to cancel the Agreement prematurely, without stating reasons, provided a notice period of at least 3 months is observed. UMC is not liable to pay compensation vis-à-vis the Supplier as a consequence of such a cancellation.
- 20.8 Obligations that, by their nature, are intended to continue even after dissolution of the Agreement will continue to exist after termination of said Agreement. These obligations include, among other things, indemnification against violation of intellectual (property) rights, confidentiality, disputes settlement, compensation, applicable law, and choice of domicile.

**Article 21. Applicable law and disputes**

- 21.1 The Agreement and all resulting or related Agreements, as well as the Purchase Conditions, are subject exclusively to Dutch law.
- 21.2 The uniform laws drawn up by the Diplomatic Conference held in The Hague in 1964 concerning the unification of international sales law (LUF and LUVI) and the Vienna Sales Convention are not applicable.
- 21.3 Any disputes (including disputes regarded as such by just one of the Parties) which might arise as a result of the Agreement or resulting agreements between the Parties will be brought before the competent court in the district in which UMC is established.

**Article 22. Staff and third parties**

- 22.1 In the context of deploying staff or third parties, the Supplier must ensure that these persons or third parties who work at UMC have been screened by UMC in terms of the validity of diplomas and that a Certificate of Good Conduct [Verklaring Omtrent het Gedrag] (VOG) in



relation to the persons in question, as referred to in the Judicial Records Act [Wet op de justitiële documentatie], can be provided. The relevant VOG may not be older than 4 years. The Supplier will retain the VOG.

- 22.2 The Supplier undertakes to instruct third parties it has engaged and/or employees to observe the working hours and codes of conduct that apply at UMC.
- 22.3 If the quality of the work or the conduct of an employee of the Supplier and/or a third party deployed by the Supplier is below par in the substantiated opinion of UMC, the Supplier will replace the employee or third party at the first request of UMC.
- 22.4 In the event of temporary or permanent absence of employees or third parties deployed by the Supplier, the Supplier must make replacement people available as soon as possible who have at least the same expertise, level of training, and experience as the people originally engaged.
- 22.5 In the context of performing services which are preeminently dependent on the qualities of the deployed employee or third party, UMC can demand that this employee or third party is first submitted for approval to UMC.

**Article 23. Wage tax and social security contributions, employee insurance premiums and sole traders**

- 23.1 With regard to all employees it makes available to UMC, the Supplier undertakes to pay the payable wage tax and social security contributions and employee insurance premiums to the competent authorities. The Supplier will also ensure that the relevant returns are filed on time and in full.
- 23.2 The Supplier indemnifies UMC against all claims for payment of taxes and premiums, including the related interest, costs and fines, which are payable in relation to the people to be made available to UMC within the framework of the Agreement or resulting agreements, or for which UMC is liable.
- 23.3 UMC is entitled to demand proper proof from the Supplier regarding compliance with the obligations referred to in paragraph 1 of this article. If this proof is not provided, or if it transpires that the Supplier has not fulfilled the obligations referred to on time and in full, UMC is entitled to suspend its payment obligations.
- 23.4 UMC always has the right to pay the social insurance premiums, turnover tax, and wage tax and social security contributions, including national insurance contributions, for which UMC could be held liable, to the Supplier by crediting its G account within the meaning of the Collection of State Taxes Act 1990 [Invorderingswet 1990]. With this in mind the Supplier will open a G account if UMC asks it to do so. Every year the Supplier must submit a declaration from the Tax and Customs Administration, or an independent accountant, which shows that the wage tax and social security contributions and remittance premiums have been paid in accordance with the applicable rules, so that UMC has an insight into the Supplier's payment performance towards the Tax and Customs Administration.
- 23.5 Without prejudice to the provisions of paragraph 4 of this article, UMC is always entitled to deduct the amounts referred to of social insurance premiums, VAT, and wage



tax and social security contributions, including national insurance contributions, from the contract sum and to pay them on behalf of the Supplier directly to the Dutch Employee Insurance Agency [Uitvoeringsinstituut Werknemersverzekeringen] (UWV) or the collector of direct taxes.

- 23.6 In the instances referred to in paragraphs 4 and 5 of this article, UMC will be discharged vis-à-vis the Supplier upon payment, insofar as the payment relates to these amounts.
- 23.7 Insofar as the Supplier is a sole trader (a self-employed person without staff or a freelancer) the Agreement with UMC will be concluded subject to the suspensive condition that the Parties sign an Agreement which, within the framework of the Assessment of Employment Relationships Deregulation Act [Wet deregulerend beoordeling arbeidsrelatie] (Wet DBA), has been approved by the Tax and Customs Administration. If a UMC-specific agreement has been made with the Tax and Customs Administration for the Supplier's work, within the framework of the Wet DBA, the Supplier will be obliged to sign this UMC-specific agreement. In addition, the Agreement will be concluded subject to the suspensive condition that the Supplier issues the following documents to UMC within one month after the Agreement has been formed:  
 Proof of registration with the Chamber of Commerce.  
 Proof of registration as a business for turnover tax (VAT number).  
 If and insofar as this is required in accordance with the applicable legislation and regulations, a copy of the Supplier's residence and work permits.  
 A Certificate of Good Conduct as referred to in the Judicial Records Act. To this end UMC will instruct the Supplier to submit an application to the Central Agency for Certificates of Good Conduct [Centraal Orgaan Verklaring Omtrent het Gedrag] (COVOG). The costs of applying for the relevant VOG are for the Supplier's account.  
 The Supplier will retain the VOG.

**SUPPLEMENTARY CONDITIONS APPLICABLE TO THE PERFORMANCE OF SERVICES AND DELIVERIES ON THE UMC SITE**

**Article 24. Scope of application**

- 24.1 In addition to the provisions of Articles 1 to 23 of these Purchase Conditions, the provisions of Articles 24 to 29 of these Purchase Conditions apply in the event of the performance of services and deliveries on the UMC site. In the event of conflict between the former and latter articles, the latter articles provisions will take precedence.
- 24.2 For the application of these supplementary conditions the term 'staff of the Supplier' is also taken to mean (the staff of) third parties involved by the Supplier in the execution of the Agreement(s).

**Article 25. Supplementary definitions**

- 25.1 Materials: Goods which are processed during the creation of tangible objects, with the exception of the Equipment to be used.
- 25.2 Equipment: All vehicles, items of equipment, cranes, scaffolding and parts thereof, consumables and the like which the Supplier uses during the execution of



the Agreement, but with the exception of the Materials.

**Article 26. Staff, Equipment and Materials**

- 26.1 If the Supplier uses its own staff or third parties to perform (technical) work independently on equipment and/or resources in UMC, these people must be demonstrably authorized and competent to be allowed to carry out the work on the equipment and/or resources in question.  
 The people in question must also be given demonstrably adequate additional training and refresher courses. At the request of UMC the Supplier will submit relevant proofs of registration of the people in question in appropriate professional registers, etc.  
 If people deployed by the Supplier have no or insufficient authorities and/or qualities as referred to above, the Supplier will be liable for all resulting loss or damage such as detailed in Article 19.
- 26.2 Outside the situation described in Article 22.3 of these Purchase Conditions, the Supplier will only temporarily or definitively replace staff who are being deployed for a longer period of time if this is truly necessary and only after prior consultation with UMC. The new staff will have at least the same knowledge and experience as the staff being replaced, without this leading to higher costs for UMC or schedule-related consequences. The replacement will not imply any costs for UMC due to the transfer of activities.
- 26.3 UMC has the authority to examine and inspect all Materials and Equipment to be used by the Supplier during the execution of the Agreement.
- 26.4 UMC is entitled to inspect schedules, work schedules and work procedures, for example with regard to the deployment or application of staff and Materials, both with regard to work which is already started and work which is yet to start. If there are any doubts regarding whether the intended quality and/or schedule can be achieved, UMC can instruct the Supplier to change its provision of services, without being obliged to make any payment.

**Article 27. UMC site and buildings**

- 27.1 Before a start is made to executing the Agreement, the Supplier must find out about the circumstances on the site and in the buildings of UMC where the work is to be carried out and which may affect execution of the Agreement.
- 27.2 The Supplier will make sure that its presence and the presence of its staff on the site and in the buildings does not hinder the uninterrupted continuation of the activities and related processes of UMC and third parties.
- 27.3 The operations of UMC may not be interrupted as a consequence of the Supplier's work.
- 27.4 The processes of UMC will continue during the work. Work which causes nuisance must be avoided wherever possible and/or planned in consultation with the UMC departments involved.
- 27.5 Tests and work which may disrupt the operations of UMC must first be requested or submitted. This work may only be executed after explicit permission has been obtained from the UMC project manager.
- 27.6 Before the start is made to executing the Agreement, the



Supplier and its staff must familiarize themselves with the contents of the rules and regulations that apply on the site and in the buildings of UMC, for example with regard to safety, health and the environment, and must conduct themselves accordingly. In this context it applies in any event that the Supplier or its staff must report to the officials to be designated by UMC.

- 27.7 In the event of failures and other interruptions the Supplier will ensure that those failures are resolved as soon as possible in such a way that the normal operations of UMC are safeguarded wherever possible. With this in mind the Supplier will perform any necessary maintenance and/or service work, or have it performed. The Supplier is responsible and liable for the consequences which result from the failure or interruptions.

**Article 28. Obligations of the Supplier/Execution of the work**

- 28.1 Prior to the execution of its work the Supplier will submit a work plan to UMC.
- 28.2 The Supplier will regularly report in the interim regarding work progress.
- 28.3 Work inside the premises or on the site of UMC will always be carried out under the supervision of a project manager designated by UMC, or a delegated member of staff. Any contact relating to execution of the work must be made via this project manager.
- 28.4 The staff engaged by the Supplier in the execution of the agreement will, in principle, be available in UMC and/or on the site for the hours during which the assignment is carried out, with their absence, replacement and accessibility being arranged in consultation with UMC.
- 28.5 Work will, in principle, be performed on working days during usual office hours. The Supplier undertakes to perform work, at the request of UMC, on other days and during other hours as well.
- 28.6 In the event of work on a cost-plus basis, a week or work list must be submitted to the project manager every week and, if the work is terminated within a weekly period, after termination of the work. These lists must at least indicate the name of the person(s), the number of hours worked, any materials supplied, and extra expenditure.
- 28.7 The contact person designated by UMC (referred to as the project manager) or their deputy will check, code and sign the week or work list in question and will then issue a copy to the site agent designated by the Supplier. If it is not possible to report the prices of any delivered materials, the week or work list may be submitted to the project manager at a later date, but no later than within two working days after the end of the working week.
- 28.8 The Supplier must have a valid proof of registration with the UWV and a business permit, insofar as required. At the first request of UMC the Supplier must present the aforementioned documents.
- 28.9 At the first request of UMC the Supplier must submit a statement containing the necessary data, including in any event the names of all staff who the Supplier has engaged in the execution of the Agreement from one week to another. The Supplier indemnifies UMC against loss or damage which it suffers as a consequence of staff



deployed by the Supplier who do not have the required permits.

- 28.10 As regards the current assignment the Supplier must, at the first request of UMC, make the wage statements or the time sheets of all staff who the Supplier has engaged in the execution of the assignment available for inspection in accordance with a model drawn up by UMC.
- 28.11 In the event of variations in the amount of work the Supplier must submit two-weekly overviews to the UMC project manager.
- 28.12 On the occasion of first delivery the Supplier must submit one copy of the (draft) as-built drawings, operating instructions, etc. to the appropriate department of UMC. The (draft) revision must be approved by UMC and amended by the Supplier as necessary. In the event that draft as-built drawings are submitted, the definitive as-built drawings must be submitted in triplicate by no later than 4 weeks after first delivery. The Supplier must also submit in digital form data and/or revisions/(drawings) which are available digitally, such in accordance with the design software used at UMC.
- 28.13 The Supplier must itself arrange appropriate and suitable equipment and any ladders, mobile scaffold towers or other resources. In addition, the Supplier must be at least VCA\* certified if installation, construction or maintenance work is to be carried out in or around UMC.
- 28.14 Any installation-related connections (water, electricity, etc.) must always be fitted in consultation with the departments of UMC which are responsible for accommodation and real estate. The costs for the changes are for the account of UMC, unless the Order stipulates otherwise and/or unless agreed otherwise in the Agreement.
- 28.15 The use of radios is not permitted. The use of mobile telephones in the whole UMC building is permitted except where this is explicitly prohibited, as indicated on the appropriate signs. In this case these are areas where there are sensitive equipment or where using mobile phones can cause nuisance for patients and/or visitors.
- 28.16 Parking costs are for the Supplier's account, including when the Supplier deploys more than one group of staff.
- 28.17 The activation or deactivation of devices which use gases, liquids, electricity, etc. or other UMC facilities is permitted only after prior permission has been obtained from the project manager. If installations are changed, the Supplier must submit a draft as-built drawing, showing all the relevant data to the relevant UMC project manager.
- 28.18 When work is scheduled outside office hours, the Supplier must always report this to the relevant project manager. No work which causes heat, dust, smoke and/or vapor may be carried out after 4 p.m.
- 28.19 When leaving rooms the Supplier is always obliged to close doors and shafts properly. Any keys that have been issued must be returned at the end of the work, or by no later than at the end of the working day.
- 28.20 The Supplier must take sufficient protective measures to prevent damage to already erected installations or structural items.
- 28.21 When executing its work on behalf of UMC, the Supplier will not display any advertising without the explicit permission of UMC. All advertising must be submitted for assessment to UMC.
- 28.22 The Supplier will ensure that its staff, or people acting



on its behalf, behave courteously towards visitors, patients, employees of UMC, and other suppliers.

**Article 29. Payment & pricing**

- 29.1 UMC will only process invoices for work carried out on a cost-plus basis if they are accompanied by week or work lists which have been handed in on time and approved by the project manager.
- 29.2 Risks relating to wages and materials will not be set off.
- 29.3 Part invoices can only be issued for contract sums if this has been agreed between the Parties and if the conditions for releasing the part payment have been fulfilled.

**SUPPLEMENTARY CONDITIONS APPLICABLE TO APPROVALS OR TRIALS**

**Article 30. Scope of application**

- 30.1 In addition to the provisions of Articles 1 to 22 of these Purchase Conditions, the provisions of Articles 30 to 34 of these Purchase Conditions apply in the event of Approvals and Trials. In the event of conflict between the former and latter articles, the provisions of the latter articles will take precedence.

**Article 31. Supplementary definitions**

- 31.1 Equipment on Approval: Equipment and the accompanying parts, as well as equipment-related Medical Devices and/or consumables, which the Supplier makes available to UMC for a period of time on approval, or trial, or for a practical test so that UMC is able to assess whether the functionality of the Equipment and accompanying parts, as well as equipment-related Medical Devices and/or consumables, meets the wishes and/or the schedule of requirements of UMC. This also includes the goods covered by the definition of Article 1.M.
- 31.2 Approval Period: Period or term during which UMC has the Equipment on Approval or trial.

**Article 32. Procedure**

- 32.1 UMC issues a written trial or approval Order to the Supplier.
- 32.2 On the Order UMC states when the Approval Period ends as well as the day on which the Equipment on Approval will be collected if UMC has not taken a decision on whether to purchase the Equipment on Approval before that deadline. If UMC does not state a collection date on the Order, or if the Parties have not agreed a deadline for the duration of the Approval Period, an Approval Period of 4 weeks will apply.
- 32.3 The Parties mutually undertake to supply the Equipment on Approval complete and clean at the start and end of the Approval Period.

**Article 33. Rights and obligations**

- 33.1 The Supplier will make sufficient supplies available to UMC to enable UMC to make adequate use of the Equipment on Approval during the Approval Period.
- 33.2 All costs for the energy supply and the use of energy are for the account of UMC. If consumables and/or medical devices and/or re-usables or disposables are needed for a correct use of the Equipment on Approval, the Supplier will supply those materials free of charge to UMC upon



delivery of the Equipment on Approval, unless agreed otherwise.

- 33.3 In consultation with the Supplier, UMC will take responsibility and pay all the costs for ensuring that all preparations have been made and all infrastructural measures taken (also including the necessary alterations, construction of pipes, walls, installations etc.) which are required for the placement, commissioning, operation, use, and application of the Equipment on Approval.
- 33.4 Only if the Supplier has provided a statement in advance of the costs of decommissioning, disassembly, and removal of the Equipment on Approval and only if UMC decides, at the end of the agreed Approval Period, not to purchase the Equipment on Approval, will these costs be for the account of UMC if such has been agreed in advance between the Supplier and UMC.
- 33.5 During the Approval Period the Supplier is liable and responsible for the necessary and prescribed periodic maintenance as well as corrective maintenance and the checks on the Equipment, unless agreed otherwise. UMC will grant the Supplier access to the Equipment on Approval in question for this purpose. The costs involved in maintenance will therefore be for the Supplier's account.
- 33.6 The Supplier will check the Equipment on Approval in advance to make sure it works properly and is complete and must release the Equipment on Approval for use.
- 33.7 The Supplier is also responsible for supplying the right user documentation and, if required by the Equipment on Approval, for providing correct instruction on how to use the Equipment on Approval.  
UMC will ensure that the users of the Equipment on Approval are available for that instruction. Approvals or Trials are subject to the same product liabilities on the part of the Supplier as in the case of the ordinary purchase of goods.
- 33.8 The Supplier must also supply all necessary documentation and instructions relating to cleaning and sanitizing the Equipment on Approval.
- 33.9 Insofar as applicable the Supplier must supply safety sheets and (a) decontamination declaration(s) to UMC.
- 33.10 The Supplier bears the entire risk (of for example fire, theft, etc.) of the Equipment on Approval during the entire Approval Period, unless gross carelessness or negligence has occurred during the Approval Period on the part of UMC in connection with the use of the Equipment on Approval.
- 33.11 The Supplier fully indemnifies UMC for all loss or damage to goods or people which might arise for UMC or for third parties during the Approval Period as a consequence of defects to the goods or other demonstrable anomalies and/or insufficient instruction about operation/use and/or which is otherwise the consequence of an attributable failure, or in the event of an unlawful act by the Supplier, or its staff or other people who the Supplier involves in the execution of work.
- 33.12 If the Supplier fails to collect the Equipment on Approval on the agreed day, the risk will continue to be for the Supplier's account. If, at the end of the agreed Approval Period, the Equipment on Approval is not available to the Supplier, the risk of fire, theft, etc. will transfer to UMC





until the moment at which the Equipment on Approval is available again to be taken back by the Supplier.

- 33.13 During the Approval Period, and during transport to and from UMC, the Supplier will arrange insurance for the Equipment on Approval and the above-mentioned liability.
- 33.14 Approvals will not lead to any purchase, procurement or other obligation (for example a lease obligation) for UMC.

**Article 34. Purchase**

- 34.1 If UMC decides during or after the Approval Period to purchase the Equipment on Approval or comparable equipment, the purchase will be subject to the provisions described in Articles 1 to 23 of these Purchase Conditions.
- 34.2 If UMC purchases the Equipment on Approval or comparable equipment during the Approval Period, the ownership of the Equipment on Approval or comparable equipment will transfer to UMC at the moment at which UMC sends notification of the purchase to the Supplier or (in the event of comparable equipment) as soon as they have been delivered or in accordance with the manner described in the Agreement.

**SUPPLEMENTARY CONDITIONS APPLICABLE TO CONSIGNMENT**

**Article 35. Scope of application**

- 35.1 In addition to the provisions of Articles 1 to 22 of these Purchase Conditions, the provisions of Articles 35 and 36 of these Purchase Conditions, as well as the stipulations in the Agreement, apply in the event of Consignment. In the event of conflict between the former and latter articles, the provisions of the latter articles will take precedence.

**Article 36. Ownership and risk**

- 36.1 The Supplier will continue to be the owner of the goods in consignment until the moment at which UMC consumes or starts using the goods. Consequently, usage will lead to a transfer of ownership.
- 36.2 UMC will inform the Supplier in writing of the expected date on which it will have consumed all goods given in consignment, or will have started using them.
- 36.3 After receipt of the notification referred to in Article 36.2, the Supplier will supplement the stock by no later than the date communicated as referred to in the previous paragraph, unless agreed otherwise in writing.
- 36.4 The Supplier undertakes to insure the Performances in consignment until the moment at which the ownership transfers to UMC pursuant to Article 36.1.
- 36.5 The Supplier will invoice on the basis of the notification that UMC has started to use the goods in consignment.
- 36.6 The Supplier can only take back goods given in consignment after consulting with UMC.
- 36.7 If it transpires after UMC has commissioned the Performances that the Performances do not fulfill the applicable requirements, the Supplier will fulfill its obligations as referred to in Article 13 of these Purchase Conditions.

**SUPPLEMENTARY CONDITIONS APPLICABLE TO LOANING AND HIRING**



**Article 37. Scope of application**

- 37.1 In addition to the provisions of Articles 1 to 23 of these Purchase Conditions, the provisions of Articles 30 to 34 and 37 to 39 of these Purchase Conditions apply in the event of the loaning and hiring out of Equipment. In the event of conflict between the former and latter articles, the provisions of the latter articles will take precedence.

**Article 38. Supplementary definitions**

- 38.1 Hire/Loan Equipment: The agreed equipment, including accompanying peripherals, materials and software, insofar as applicable, which the Supplier hires out and/or loans out to UMC.
- 38.2 Hire/Loan Period: The period during which the Hire/Loan Equipment is hired out and/or loaned out to UMC.

**Article 39. Loaning and/or Hiring**

- 39.1 The Supplier loans out and/or hires out the Hire/Loan Equipment to UMC during the Hire/Loan period. The Supplier will make the Hire/Loan Equipment available to UMC in a good state of repair. The Supplier will also issue instructions to UMC regarding use of the Hire/Loan Equipment and, as necessary, any additional relevant training.
- 39.2 During the Hire/Loan Period the Supplier is responsible for the proper operation of the Hire/Loan Equipment and will maintain the Hire/Loan Equipment at its own expense, unless agreed otherwise in writing.
- 39.3 During the Hire/Loan Period the Supplier is liable for loss or damage to the Hire/Loan Equipment and the Supplier will insure the Hire/Loan Equipment and keep it insured at its own expense against loss or damage, unless agreed otherwise in writing.
- 39.4 The Hire/Loan Equipment can only be installed and/or connected in/to the system of UMC on the instructions of UMC.

**SUPPLEMENTARY CONDITIONS APPLICABLE TO ICT PERFORMANCE**

**Article 40. Scope of application**

- 40.1 In addition to the provisions of Articles 1 to 23 of these Purchase Conditions, the provisions of Articles 40 to 47 of these Purchase Conditions, as well as the stipulations in the Agreement, apply in the event of ICT Performance. In the event of loaning, hiring, or consignment, Articles 30 to 39 of the Agreement are applicable. In the event of conflict between the former and latter articles, the provisions of the latter articles will take precedence.

**Article 41. Supplementary definition**

- 41.1 ICT Performance: all goods and/or services in the field of ICT which the Supplier delivers or offers to UMC, such as:
- a) The supplying, converting, installing, implementing, maintaining, repairing and manufacturing of and advising on (parts of) software, system software, hardware (including medical equipment of which the software forms an important component) or IT systems, such with accompanying materials, resources, replacement parts and documentation.
  - b) The issuing of software licenses and/or intellectual property rights to the ICT Performance.





- c) The maintaining and hosting of networks and websites.
- d) The delivery of telecom services.
- e) The registering of domain names and arranging their registration.
- f) The designing of websites and web applications.
- g) Updates: Changes or modifications to, or updating of, the Performance, in terms of both software and hardware, which are intended to maintain or improve the technical functioning in accordance with the agreed specifications in order to increase operational reliability and operational safety. The Supplier will provide updates free of charge.
- h) Upgrades: Principally modernizations or changes to the functionality of the Performance in terms of both software and hardware. During the operating life of the Equipment, the Supplier will supply and implement all available Upgrades free of charge to UMC which have been made obligatory for the UMC by the Supplier, or Upgrades which are obligatory within the framework of safety requirements and in connection with the legislation and regulations which relate to the Equipment  
. This will take place in consultation with UMC.

**Article 42. Quality/guarantee/updates and upgrades**

42.1 With regard to the ICT Performance the Supplier guarantees, in addition to the stipulations in Article 11, that:

- a) the ICT Performance also fulfills the stipulations in this article in the event of peak load;
- b) the ICT Performance is efficient, coherent and of sound quality;
- c) the ICT Performance can be used without modifications and is and will stay fully compatible with the existing ICT environment of UMC;
- d) the ICT Performance does not contain any security measures or functions, or elements which are alien to the ICT Performance (including but not limited to logic bombs, viruses and worms, hidden encryption, Trojan horses, or other restrictions or contaminations) other than those which are referred to in the documentation;
- e) new upgrades and updates of the ICT Performance will be regularly issued and that it will be possible to supply, at a reasonable price, (equivalent, interchangeable and functionally similar) parts, components and extensions, as available (and/or announced) when the Agreement is signed. UMC is entitled, but not obliged, to start using the new Upgrades and Updates. Updates and Upgrades can only be implemented after written permission has been obtained from UMC.  
Non-embedded Software clause: all Upgrades relating to the operating system (such as Windows, Unix, etc.) are included in the purchase price and will be supplied and implemented by the Supplier free of charge during the operating life of the Equipment following written approval from, or on behalf of, UMC. UMC is not under any obligation in this respect.
- f) the quality and capacity of any third parties it engages at least correspond with those of the Supplier; it will observe all other guarantees which



are usual in the Supplier's sector to which a competent and careful supplier may be held under the given circumstances with due regard for normal attentiveness and based on normal expertise and normal professional practice.

42.2 Without prejudice to the provisions of Article 42.1, the Supplier also guarantees, for the term of twelve months after acceptance, that defects in the ICT Performance will be remedied for the Supplier's account. The term 'defects' in these supplementary conditions must be interpreted as: the non-fulfillment, or incomplete fulfillment, by the ICT Performance of the agreed specifications, or the otherwise improper functioning of the ICT Performance. If the ICT Performance does not fulfill the provisions of Articles 11 and 42.1 within a period of twelve (12) months (or the guarantee term used by the Supplier, if this is longer) after rendering, the Supplier will, at its own expense at the first request of UMC, rectify or replace the ICT Performance as soon as possible and by no later than within two weeks, without prejudice to other rights of UMC on account of the Agreement or a resulting additional (maintenance) agreement. If the ICT Performance is replaced pursuant to this article, a new period of 12 months will start. If the Supplier is of the opinion that UMC cannot invoke the guarantee provisions because a non-working function or a non-working part is not one of the guaranteed characteristics, or because a defect is due to other causes not attributable to the Supplier, the burden of proof in this matter will be borne by the Supplier. If the Supplier does not fulfill its obligation to rectify defects on time, UMC will be entitled, after prior written notification and without prejudice to its other rights, to rectify these defects either itself, or to have them rectified by third parties, at the Supplier's expense. The Supplier is obliged to cooperate. In that case the Supplier is obliged to issue the necessary information at the first request.

42.3 If changes occur the Supplier must have adapted the software accordingly within a reasonable time, being no later than the statutory deadline by which the change will come into effect in the respective legislation and regulations. The allocation of costs will be determined in consultation.

**Article 43. Documentation**

- 43.1 The Supplier will provide UMC with a sufficient number of copies of documentation relating to the ICT Performance. This documentation must:
- a) be drawn up in the Dutch language, unless agreed otherwise;
  - b) provide a correct, full, and detailed description of the ICT Performance and its functions;
  - c) enable (users of) UMC to test the ICT Performance or have it tested,
  - d) enable (users of) UMC to maintain it (or have it maintained) and use all the capabilities of the ICT Performance in a straightforward manner.
- The documentation must always be issued on time, before or simultaneously with the rendering of the (test versions of the) ICT Performance.
- 43.2 The Supplier will ensure that the documentation it submits is replaced, changed or amended as soon as possible at its



own expense, if at any time during the period that the ICT Performance is used by UMC it transpires that the documentation contains incorrect or otherwise incomplete, insufficient, unclear, or outdated information.

**Article 44. Delivery, Implementation/Installation and Acceptance test**

- 44.1 The Supplier will deliver the ICT Performance to UMC in accordance with the time schedule included in the Agreement, such in return for a proof of delivery. Unless UMC explicitly indicates that it is going to do this itself, the implementation or installation will take place in accordance with the time schedule recorded in the Agreement. The Supplier will ensure that the ICT Performance is implemented or installed in conjunction with the ICT environment which already exists at UMC.
- The Supplier will carry out internal operational testing as part of the implementation or installation, the purpose of which is to enable the Supplier to determine for itself that the ICT Performance works properly, both with regard to the various parts and in its entirety.
- As soon as the Parties are of the opinion that the implementation or installation has been completed, the Parties will draw up and sign a proof of implementation or installation. This proof will not prejudice the provisions of the Agreement and these Purchase Conditions regarding acceptance and guarantee. Unless agreed otherwise in writing, the acceptance test will be drawn up by the Supplier and offered on time to UMC. The acceptance test relates to all parts of the ICT Performance.
- 44.2 Immediately after the acceptance test an official report will be drawn up and signed by the Parties recording any defects displayed by the ICT Performance. The Supplier will rectify these defects within a reasonable jointly determined deadline of no more than two (2) weeks, at its own expense. After that a second acceptance test will be carried out.
- If UMC then rejects the ICT Performance again, UMC can dissolve the Agreement extrajudicially with immediate effect - without any notice of default being required and/or claim compensation, without prejudice to its right to claim complete fulfillment.
- 44.3 Small defects, at the discretion of UMC, will not prevent acceptance, without prejudice to the Supplier's obligation to rectify these defects as soon as possible free of charge. Acceptance of the ICT Performance does not prejudice other rights of UMC.
- 44.4 Without prejudice to the provisions of Article 8 of these Purchase Conditions, it applies that if the ICT Performance consists of hardware, the ownership of that hardware will transfer to UMC after acceptance by UMC in accordance with the provisions of this article.

**Article 45. Intellectual property and other (comparable) rights**

- 45.1 Without prejudice to the provisions of Article 17 of these Purchase Conditions it applies that, if intellectual property rights and/or other (comparable) rights to the Performance and/or anything related to the Performance are vested in the Supplier or third parties, the Supplier will be obliged with regard to those rights to grant to UMC, automatically and immediately, a non-



exclusive non-cancellable (sub)user license for an indefinite period of time, or to have one granted, without UMC owing any extra costs to the Supplier.

- Insofar as the performance is an ICT Performance in relation to which the Supplier possesses the intellectual property rights and/or other (comparable) rights, the Supplier hereby declares that it will conclude, at the first request of UMC, an escrow agreement relating to the source code of this ICT Performance, with a company designated by UMC which is established in the Netherlands that is specialized in software source code escrow, based written conditions yet to be agreed.
- 45.2 Contrary to the provisions of Article 45.1 of these Purchase Conditions, all intellectual property rights and/or other (comparable) rights to a specific ICT Performance developed on behalf of UMC, including software and the source code, the materials and documentation required for use and maintenance, are vested in UMC, and insofar as these are/will be vested in the Supplier, the rights are hereby transferred to UMC by the Supplier signing an Agreement, which transfer is hereby accepted by UMC as soon as those rights are created. Insofar as an additional deed is required for the transfer of such rights, or other formalities have to be completed, the Supplier hereby authorizes UMC irrevocably to draw up said deed and sign it on behalf of the Supplier and to complete these formalities partly on behalf of the Supplier, without prejudice to the Supplier's obligation to cooperate, at UMC's first request, with the transfer of said rights, without being able to impose additional conditions. The Supplier hereby relinquishes vis-à-vis UMC any personality rights vested in it, to the extent that the applicable regulations permit such relinquishment. The Supplier guarantees that the employees or contractors involved for its part relinquish vis-à-vis the Supplier any personality rights vested in them in the employment contract or commission contract which applies between these employees or contractors and the Supplier, to the extent that the applicable regulations permit such relinquishment.
- 45.3 Unless the Parties agree otherwise, the Supplier will make the source code relating to the ICT Performance developed for UMC, as referred to in Article 45.2, available to UMC when submitting the initial version thereof for acceptance, or at the first request of UMC. Whenever changes in the ICT Performance referred to lead to changes in the source code, the changed source code will be made available to UMC. The ownership of the source code carrier will be automatically transferred to UMC at the moment it is made available to UMC.
- 45.4 UMC is entitled to make a number of backup copies of software supplied by the Supplier. If it is unable to do so as a consequence of security measures, the Supplier will, at the first request, make a number of backup copies available to it free of charge.
- 45.5 Insofar as the Supplier does not itself possess the intellectual property rights to the ICT Performance it is to render to UMC, it will report this clearly and on time to UMC before the Agreement is concluded and the Supplier guarantees that it has obtained authority from the entitled party to sublicense the ICT Performance in question and accompanying documentation to UMC, whereby the



provisions of Article 45.1 of these Purchase Conditions apply mutatis mutandis and – insofar as applicable – to maintain and change the ICT Performance on behalf of UMC.

45.6 The Supplier guarantees that the ICT Performance does not entirely or partially violate any intellectual property right or any comparable right of third parties. The Supplier indemnifies UMC against all (threats of) claims by third parties relating to any violation(s) of intellectual property rights and/or other (comparable) rights of said third parties. Supplementary to the indemnification referred to in Article 17.3, the Supplier will, in the event that the use of the ICT Performance it rendered to UMC is prohibited in connection with a violation of the intellectual property rights and/or other (comparable) rights of third parties, at UMC's discretion, do the following as soon as possible and at its own expense:

- a) Obtain a right of use for UMC to the ICT Performance in question.
- b) Modify the ICT Performance in such a way that the rights of third parties will no longer be violated.
- c) Replace the ICT Performance with an equivalent Performance with at least the same functionality which does not violate the rights of third parties.
- d) Take back the ICT Performance in question in return for repayment of all costs paid for the Performance and its implementation, such without prejudice to other rights of UMC, including the right to dissolve the Agreement and the right to (supplementary) compensation.

45.7 The transfer of any intellectual property right and/or any other (comparable) right to UMC will not become the subject of reversal in the event that the Agreement is terminated. Insofar as UMC has not obtained, in accordance with the Agreement, the intellectual property rights and/or other (comparable) rights to the ICT Performance, UMC will be entitled, upon termination of the Agreement, to continue using the ICT Performance on the basis of the license obtained, unless it has been established in law that UMC has attributablely not fulfilled its obligations under the Agreement.

#### Article 46. Support and Maintenance

46.1 The Supplier will familiarize UMC and its users of the ICT Performance with the use of the ICT Performance. The support is to be provided by experts who are appropriately skilled and suitable and will be given, wherever possible, by those experts who were involved in the implementation or installation. During the term of the Agreement the Supplier is also prepared and able to train the staff of UMC in the use of the ICT Performance in return for reasonable conditions and rates which have yet to be agreed.

46.2 The Supplier declares that it is prepared, at the first request of UMC, to maintain the ICT Performance and, with this in mind, conclude a maintenance agreement with UMC. At the request of UMC the Parties will consult about the conclusion of one or more service level agreements (SLAs), which will lay down specific performance criteria (service levels) relating to the ICT Performance and the performance to be provided and will also include sanctions relating to the failure to achieve the agreed service levels.

- 46.3 The maintenance will include, in any event:
- a) the provision of use-related support;
  - b) maintaining the ICT Performance by taking suitable preventive measures in order to ensure that the ICT Performance will function in accordance with the Agreement for the duration of its term;
  - c) detecting and resolving malfunctions and defects as soon as possible;
  - d) changing the ICT Performance, after written permission from UMC, in order to increase its reliability;
  - e) changing functions or adding new functions and/or resolving problems relating to their use;
  - f) regularly releasing new upgrades and releases of the ICT Performance.

UMC is not obliged always to implement the latest upgrade or release of the ICT Performance rendered.

46.4 Maintenance will start after the end of the guarantee period in accordance with Article 42.2.

46.5 If no maintenance agreement is agreed, UMC will be entitled to have maintenance work relating to the ICT Performance by its own staff or by a third party. The Supplier will unconditionally cooperate in this respect, for example by providing the necessary information and resources.