



General purchase conditions of Coöperatie Koninklijke Avebe U.A. - 2025

I Definitions of terms

General

1. Avebe: Coöperatie Koninklijke Avebe U.A, with its registered office at Prins Hendrikplein 20, 9641 GK Veendam, The Netherlands and/or associated businesses.
2. Installation: The installation and/or connection of a product or a composite of products by the Supplier and preparing those for use in such a manner that the product or the composite of products operates in accordance with the Specifications.
3. Intellectual property rights: All intellectual and industrial property rights, including copyrights, database rights, rights regarding know-how, registered and non-registered models, applications for any of those rights, designs and inventions, neighbouring rights, patents, trade names, and trademark rights, and rights from licences, permissions, or otherwise.
4. Supplier: the party with which Avebe concludes an agreement regarding the Delivery.
5. Delivery: The performance to be provided by the Supplier, consisting of supplying the products and/or Installations and/or performing the Work and/or undertaking activities and/or providing Services and/or carrying out Maintenance work and/or other work and any corresponding activities.
6. Customisation: Custom Software and all results that are due to or as the result of carrying out the agreement by the Supplier and that are or were made specifically for Avebe, including methods and techniques that are used especially for Avebe during installation, implementation or other work, and all the changes to the aforementioned. All at a level that is sufficient to enable Avebe to understand, maintain, and develop the Custom Software or the Work.
7. Custom Software: Software that is specifically designed and produced for Avebe and all software other than Standard Software, including the source code, technical documentation, specifications, data models, and the corresponding algorithms of this software, and all changes to the aforementioned.
8. Standard Software: Software provided by the Supplier to clients unchanged, including the user documentation for this software, and all changes to the aforementioned.
9. Software: Standard Software and Custom Software.

II Price, payment, and Indexation

10. The agreed price is "all inclusive" and therefore including but not being limited to, all costs and rights relating to packaging, inspections, tests, certificates, levies. For the provision of services, the price includes, among other things, travel and accommodation expenses, travel time, office costs, meal costs, and other overhead costs. Third-party costs may only be passed on with Avebe's prior written consent.
11. Following Delivery, payment will take place with a payment term of 60 days from receipt of an accurately itemised invoice, with the correct Avebe references, unless there is a shorter payment period of 30 days required by law for small and medium-sized enterprises (SMEs).
12. Avebe's payment of the invoice in no way implies the waiver of any right under the agreement, these conditions, or the law. Payment cannot be regarded as any acknowledgement by Avebe of the soundness of the Delivery and does not discharge the Supplier from any liability in this respect.
13. The invoice should include the PO (Purchase Order) number, invoice date, and a description of the Delivery in question. The invoiced prices can be derived from the agreed quotation. The invoice can only be sent by email to: invoices@avebe.com with invoice address Prins Hendrikplein 20, 9641 GK in Veendam, for the attention of "Accounts Payable". Avebe reserves the right to refuse invoices, if the requirements of this Article have not been met.



14. The agreed prices are based on the price level of the current contract year and may only be indexed once a year on the basis of the annual average Statistics Netherlands CPI consumer index category 000000 all expenditure. However, this indexation may only take place after the contract has been in effect for at least one full calendar year.

III Delivery

15. Unless otherwise agreed, Delivery will be made on a DDP basis (Delivered Duty Paid, in accordance with the Incoterms 2020) at the place indicated by Avebe.
16. Unless otherwise agreed, the delivery period commences when the agreement is concluded. Agreed delivery terms and delivery dates are firm deadlines and dates.
17. The Supplier guarantees that the full and unencumbered ownership of the Delivery is transferred.
18. The Products and/or Installations to be delivered remain at the expense and risk of the supplier until they have been accepted by Avebe.
19. Ownership passes from the Supplier to Avebe at the time of delivery, unless agreed otherwise or if the Delivery is rejected by Avebe in accordance with paragraph IV. If the Delivery is rejected, the Delivery remains the property of the Supplier. If full or partial payment takes place earlier by Avebe, the ownership of the Delivery will transfer in full to Avebe at the time of this payment.
20. Simultaneously with the Delivery, the Supplier shall also deliver and transfer the ownership of the following:
 - a. All documents, such as drawings, manuals, certificates, and test reports that pertain to the Delivery.
 - b. All computer programs and user rights that pertain to the Delivery.
 - c. All other items that pertain to the Delivery in generally accepted opinion in order to achieve an operational scope of delivery.

IV Inspection and quality control

21. Avebe is entitled to inspect, check, or test the Delivery, either itself or by engaging a third party, regardless of where it is located, and the Supplier will cooperate.
22. The costs of the inspection, check, and test shall be borne by the Supplier if it becomes apparent that the Delivery does not meet the specifications or requirements as set out in Paragraph V (warranty).
23. The Supplier acknowledges that Avebe is not obliged to carry out an acceptance check and the failure to carry out an acceptance check shall not prejudice Avebe's rights.
24. Avebe may reject the Delivery if it does not meet the specifications, the provisions of these conditions, or warranties set out in Paragraph V.
25. If Avebe rejects the Delivery in part, it will not be liable for any payment for the rejected part of the delivery.

V Warranty

26. The Supplier guarantees that the Delivery and the corresponding documents and parts meet the specifications, characteristics, and requirements that have been agreed and that can be imposed by the market or that are customary for this Delivery.
27. The Supplier guarantees that the Delivery is suitable for its intended purpose and can be used and processed for that purpose and that it is of high and durable quality. The Supplier is bound to bear all costs that must be incurred to resolve the defects under warranty or non-conformity, including but not limited to material costs, transport costs, travel and accommodation costs, assembly and disassembly costs, and other labour costs.



VI Execution

28. The Supplier shall provide the service and/or carry out the order as agreed and within the agreed term. Agreed delivery terms and delivery dates are firm deadlines.
29. When the Supplier is of the opinion that the work has been completed, the Supplier shall inform Avebe in writing. Within 14 days of this notification, Avebe shall inform the Supplier as to whether or not it accepts the delivered performance. Taking a Delivery into use will not be regarded as its acceptance. By accepting the work, Avebe's rights with regard to any defects do not lapse, regardless of whether Avebe knew or should have known those defects at the time of acceptance and regardless of whether or not it reported them to the Supplier.

VII Intellectual and industrial property rights and software

30. Drawings, designs, models, moulds, documentation, software, specifications, working methods, machines, and anything else that may be the subject of any intellectual property and/or industrial property rights, hereinafter referred to as "Documentation and Specifications", that are made available by Avebe to the Supplier, in whichever form, are and remain the property of Avebe.
31. Documents and Specifications that are made on the instructions of Avebe or by the Supplier, or that are supplied, exclusively belong to Avebe, irrespective of any financial payment by Avebe to the Supplier. Avebe is designated as the author and/or designer of such Documents and Specifications.
32. The Supplier guarantees that the Delivery, including its use, is free of and does not infringe any intellectual or industrial property right of a third party and indemnifies Avebe at its first request against claims from third parties and shall bear the costs or compensate Avebe in full for damage and costs in connection with those claims.
33. Any Intellectual Property Right on a Delivery developed specifically for Avebe by the Supplier shall rest with Avebe or shall be transferred to Avebe. If the Delivery is not developed specifically for Avebe, the Supplier shall grant Avebe a non-exclusive indefinite licence to any Intellectual Property Rights regarding the delivery. The fee for this licence is included in the price of the delivery. Insofar as the transfer of intellectual property rights, within the meaning of this paragraph, or granting a licence, within the meaning of this paragraph, requires a special deed, the Supplier states now he shall cooperate with such a deed.
34. Insofar as the Delivery comprises Software, the Supplier guarantees that the Software does not contain any undefined functionalities, malware, or viruses, and that the technical and functional properties of the Software shall comply with the agreed Specifications. Insofar as the Delivery comprises Custom Software, the Supplier guarantees that by using the source code of the Custom Software, the object code of the last version of the Custom Software can be generated. Insofar as the Delivery comprises Customisation, the Supplier guarantees that the Customisation will be carried out efficiently, thoroughly and coherently, and that it shall be complete and accurate. The Customisation shall be of such quality that a reasonably competent expert shall be able to understand, amend, and add to it in order to correct defects, make changes, and add functionality.
35. As part of the Delivery, the Supplier is obliged to supply everything required for proper operation and the intended use, even if they have not been mentioned by name, including but not limited to: a. All the corresponding auxiliary equipment and all the corresponding documentation to enable Avebe to use and maintain the Delivery properly and in full; b. The Standard Software including the user's documentation for this software; and c. The Custom Software, including the source code, technical documentation, specifications, data models, and the corresponding algorithms.
36. If the Delivery also comprises the delivery of Standard Software, any updates shall be provided to Avebe free of charge, and the Supplier shall file the source code with an escrow agent at his expense. The escrow agreement shall be concluded for an indefinite period of time, unless agreed otherwise.



VIII Confidentiality

37. The Supplier is obliged to protect the confidentiality of everything that becomes known to him concerning the business of Avebe in the context of the performance of the agreement, all this in the broadest sense, and to stipulate the same with regard to personnel and/or third parties he involves in the performance of the agreement.
38. The Supplier shall refrain from any form of publicity with regard to the agreement or the cooperation, including using Avebe's name and/or logo on websites or social media.
39. The Supplier shall maintain strict confidentiality regarding the Confidential Information of Avebe, including but not limited to production processes, product information, product characteristics, know-how, technical instructions, proposals, formulas, prognoses, financial information, working methods, prototypes, design documents that are made available by Avebe in the context of the agreement, in whichever form or in whichever way, including by observation ("Confidential Information"), and shall not disclose the agreement and anything associated with it to third parties. The Supplier shall not use Confidential Information for any purpose other than the execution of the agreement.

IX Safety instructions

40. The Supplier shall always comply with the rules and regulations that apply on Avebe's sites. The Supplier is responsible at all times for instructing and supervising its employees in a good and adequate manner and for ensuring compliance with the statutory safety requirements and the safety requirements that apply at Avebe. The current safety rules "code of conduct safely producing safe products" are available at [Downloads - Avebe](#).

X Responsible Sourcing

41. During the performance of the agreement, the Supplier shall comply with Avebe's "Responsible Sourcing Policy (RSP)" and shall act in accordance with this policy at all times. The current version of this policy is available at [Downloads - Avebe](#).

XI Indemnity

42. Avebe is not liable for any losses, of any nature, that arise in whichever way from employees of the Supplier or third parties engaged for the performance of the agreement, unless these losses are the result of gross negligence or intent of Avebe. At Avebe's first request, the Supplier shall indemnify Avebe against claims of third parties in connection with the actual or potential agreement and shall fully pay Avebe's damage and costs in connection with those claims and shall compensate Avebe at Avebe's first request insofar as these claims of third parties are attributable to the Supplier.

XII Insurance

43. The Supplier shall take out and maintain general liability insurance and professional liability insurance that are customary in the market. The minimum insurance limit is € 2,000,000. The premium and any excesses for this insurance shall be borne by the Supplier. The general liability insurance will also cover the custody, care and control risk.. Any limitation or exclusion of liability, including the exclusion or limitation of liability for indirect or consequential losses, shall not apply in the event of damage arising from an incident that would, in principle, be covered under a general liability or professional liability insurance policy, regardless of whether an actual payout is made under such policy.

XIII Termination

44. Avebe is entitled to terminate the agreement by means of a written statement, with immediate effect, if:



- a. the Supplier fails to meet his obligations arising from or otherwise related to the agreement or meet them in full, properly, or on time.
- b. the Supplier is declared bankrupt or has been granted a composition, has filed for a composition or bankruptcy, liquidates his business, offers a settlement, if all or some of his assets are seized, or is otherwise found to be insolvent;
- c. significant material changes are made to the direct or indirect ownership or control relationships in the supplier's business.

In these cases Avebe retains all of its rights to compensation of costs, damages, and interest.

- 45. Avebe is entitled to terminate the agreement at any time, for whatever reason, subject to a reasonable notice period. Proven inevitable direct costs incurred by the Supplier up to the time of termination are reimbursed by Avebe.
- 46. Avebe is not liable for any damages whatsoever in the event of premature termination.

XIV Applicable law and competent court

- 47. Dutch law applies to all undertakings between Avebe and the supplier, including those arising from unlawful acts, to the exclusion of the CISG.
Any disputes between Avebe and the Supplier shall in the first instance be submitted to the District Court of the Northern Netherlands in Groningen.