

Eurailscout General Purchase Conditions

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PART A: GENERAL

Article 1. Definitions	1a.	Eurailscout: Eurailscout Inspection & Analysis B.V. and its affiliated enterprises.
	1b.	Contractor: the natural or legal person with whom Eurailscout has entered into the Agreement.
	1c.	Client: Eurailscout's client.
	1d.	Agreement: the Agreement between Eurailscout and the Contractor for the performance of work and/or the delivery of goods and/or services by the Contractor, to which these general terms and conditions have been declared applicable.
	2	Part A of these general terms and conditions applies to all agreements.
	3	Part B of these general terms and conditions applies if and insofar as the agreement (partly) provides for the delivery of services/goods.
Article 2. Governance and Integrity	1	The Contractor is expected to observe all relevant laws and regulations in its business practices in general and in the execution of the Agreement in particular, which expressly includes but is not limited to provisions regarding competition, the environment, personal data (GDPR) and working conditions. Furthermore, the Contractor will make efforts to contribute to corporate social responsibility.
	2	In the execution of the Agreement, the Contractor is expected to observe the standards as stipulated in the Eurailscout Code of Conduct for ethical business conduct or to use a code of conduct that at least complies with the aforementioned code of conduct. The Eurailscout Code of Conduct for ethical business conduct can be requested from Eurailscout or downloaded from the website www.Eurailscout.nl .
	3	In the execution of the Agreement, the Contractor is expected to observe the standards as stipulated in the Eurailscout CSR Code of Conduct for suppliers. This Eurailscout CSR Code of Conduct for suppliers can be requested from Eurailscout or downloaded from the website www.Eurailscout.nl .
	4	If a CO2 emission inventory ("CO2 footprint") is demanded by the Client and/or Eurailscout, the Contractor will always deliver the requested information or provide relevant information at Eurailscout's first request. Preferably, the CO2 footprint should be verified by a certified institution.
Article 3. Changes	1	Eurailscout is entitled to request changes to the scope and/or quality of the work to be performed or the goods and services to be delivered.
	2	If, in the opinion of the Contractor, this has consequences for the agreed price and/or delivery time, the Contractor will, before implementing the change, inform Eurailscout in writing within seven calendar days, after which Eurailscout and the Contractor will agree on a new price and delivery time.
	3	If, in the case of paragraph 2, no agreement is reached on a new price and delivery time, Eurailscout is entitled to dissolve the Agreement. Eurailscout will reimburse the Contractor for the work performed and/or the goods and/or services delivered up until that point, together with the costs directly related to termination.
Article 4. Outsourcing	1	The Contractor is not permitted to have the Agreement or a part thereof performed by third parties without having received prior written permission from Eurailscout.
	2	The Contractor indemnifies Eurailscout against all claims and receivables of third parties that arise as a result of having (a part of) the agreement performed by third parties.
Article 5. Duty to warn	1	The Contractor is obligated to warn Eurailscout about obvious errors and ambiguities in documents and/or other information carriers, insofar as these have been made available by Eurailscout.
	2	If timely compliance by the Contractor is or threatens to become impossible, the Contractor must notify Eurailscout of this immediately.
	3	If personal data is processed under the GDPR, the Contractor must report this to Eurailscout and a processing agreement will be established between the Contractor and Eurailscout.
Article 6. Information	1	If, in the Agreement or the accompanying appendices, Eurailscout refers to technical, safety, quality or other requirements that are not included in the Agreement, the Contractor is deemed to be aware of these, unless it immediately notifies Eurailscout to the contrary in writing. Eurailscout will then inform the Contractor about the requirements in greater detail.
	2	If, in the execution of the Agreement, use is made of drawings, specifications, instructions, inspection regulations and suchlike that have been provided by Eurailscout or approved by Eurailscout, these will form part of the Agreement.
Article 7. No contact with Client		The Contractor will refrain from making (price) offers to the Client in connection with an extension of or change to the work performed by Eurailscout. Nor will the Contractor make other agreements or arrangements with the Client regarding the performance of the work and/or delivery of goods and/or services. Assignments or instructions from the Client will only be carried out by the Contractor after Eurailscout has granted permission.
Article 8. Quality, inspection, verification	1	Notwithstanding the Contractor's obligation to perform the necessary inspections itself, Eurailscout and its Client and/or third parties on the Client's behalf are at all times entitled, during the execution of the work or prior to the delivery, to carry out inspections, tests and verifications (or arrange for such to be carried out), with which the Contractor will cooperate, without further costs for Eurailscout, and at Eurailscout's request will provide personnel and material assistance to Eurailscout for the purposes of the verification, test and/or inspection. The Contractor will ensure that any suppliers also cooperate fully in this regard.
	2	Regardless of whether Eurailscout has made use of the right mentioned in the previous paragraph, the Contractor will remain fully liable for the correct execution of the Agreement.
	3	If at any moment it appears that the goods or work do not fulfil the requirements stated in the Agreement, Eurailscout will set a reasonable deadline for the Contractor to still have the goods and/or services meet the aforementioned requirements. If, after a second inspection, test and/or verification, the goods or work do not yet meet the stated requirements, Eurailscout is, without prejudice to its other statutory rights, entitled to fully or partially dissolve the Agreement without any notice of default or judicial intervention and without owing any compensation to the Contractor in this regard.
	4	The costs of the second inspection, test and/or verification as referred to in paragraph 3 are to be borne by the Contractor.
	5	In the event of approval, the Contractor is not released from any guarantee obligation and/or liability under the Agreement.
	6	Rejected goods must be removed from the place of delivery by the Contractor at Eurailscout's first request and immediately replaced at the Contractor's own expense. If the Contractor fails to do so, the goods will be removed by Eurailscout at the Contractor's expense.
Article 9. Guarantees	1	The Contractor guarantees that the performed work and/or delivered goods and/or services are proper and satisfactory and that they meet the purpose of the agreement, without being subject to any rights, claims, burdens, encumbrances, and/or restrictions of third parties or the Contractor.
	2	The Contractor vouches for the absence of any visible or invisible shortcomings.
	3	This guarantee will be valid for at least the guarantee period, or, in the absence thereof, for the customary guarantee period within the industry, with a minimum of 24 months.
	4	If a defect arises during the guarantee period, Eurailscout is entitled to either return the goods/services and demand immediate reimbursement of the payment made for those goods, or to demand that the Contractor, at Eurailscout's first request, repairs all defects occurring during the guarantee period and/or replace the goods or defective parts thereof at its own expense and risk, without prejudice to Eurailscout's right to compensation for further damage and damage suffered by third parties. All costs to be incurred in remedying the defect will be borne by the Contractor.
	5	If the Contractor fails to adequately comply with its obligation to remedy defects and/or fails to comply within the stated period, as well as in cases of urgency, Eurailscout is entitled, at the expense and risk of the Contractor, to perform the necessary remedies or to have them performed by third parties, and Eurailscout will notify the Contractor promptly of this.
Article 10. Insurance	1	At its own expense and risk, the Contractor takes out insurance that provides cover for its liability and possible costs and damage. This concerns:
	1a.	Corporate liability with a minimum coverage of EUR 5,000,000 per event and conditions that at least meet the Dutch Bourse Policy for Liability (<i>Nederlandse Beurspolis voor Aansprakelijkheid 2014</i>), including coverage for employer liability and environmental damage.
	1b.	Legally required insurance such as but not limited to civil liability relating to motor vehicles and medical expenses.
	1c.	Passenger injury insurance. The policy does not include a restriction for compensation.
	2	The Contractor's insurance policies provide primary coverage. If damage can be recovered under both the Contractor's policy and under Eurailscout's insurance, the Contractor's insurance always takes precedence. The Contractor must indemnify Eurailscout against all damage claims from third parties that arise from or in connection with the Agreement.
	3	Insurers must be sufficiently solvent. Their rating according to Standard & Poor's (or equivalent) must be at least A-.
	4	Any changes to the Contractor's insurance policies, which is understood to include a downgrade of the rating referred to above, and changes to the conditions resulting in a reduction in the coverage, as well as termination, must be reported to Eurailscout immediately and in writing by the insurance broker or insurers. The lack of coverage under the insurance policies to be taken out by Contractors does not alter the Contractor's liability under the law or the Agreement. The same applies to the deductibles applicable to the insurance policies. The Contractor indemnified Eurailscout against the consequences of non-compliance with the Contractor's obligations under this article and under the insurance policies taken out by it.
5	Within 14 days after signing the Agreement, the Contractor will send to Eurailscout a declaration from its insurance broker or insurer showing that its insurance policies comply with the provisions of this insurance article and that the premium has been paid. If the declaration is not provided or is provided too late, Eurailscout's payment obligations to the Contractor will be suspended.	

Article 11. Payments	1	The agreed price is fixed for the duration of the Agreement.
	2	Unless explicitly agreed otherwise, the agreed price includes travel and accommodation costs.
	3	When the Contractor has, to Eurailscout's satisfaction, fulfilled all its obligations under the Agreement, it must invoice Eurailscout the agreed price as soon as possible, but no later than within thirty days. Invoices must be sent to Eurailscout in duplicate and with notes signed by an authorised representative of Eurailscout.
	4	Work notes or delivery notes issued or signed by Eurailscout will have no further purport than the acknowledgement that the stated activities have been performed or that the stated deliveries have taken place. In particular, they are not considered to include, among other things, an acknowledgement that the work/delivery complies with the Agreement, or that an (additional) assignment has been given or a purchase has been made in this regard.
	5	The invoice must also comply with the statutory requirements arising from the Turnover Tax Act (<i>Wet Omzetbelasting</i>).
	6	Unless agreed otherwise, payment will be made within 60 days after the Contractor has, to Eurailscout's satisfaction, fulfilled all its obligations under the Agreement and the invoice has been received by Eurailscout.
	7	If Eurailscout exceeds an invoice's payment term on the basis of an alleged substantive inaccuracy or attributable shortcoming in the fulfilment of the Agreement, this does not entitle the Contractor to suspend its obligations. Eurailscout will notify the Contractor of substantive inaccuracies in invoices as soon as possible, but no later than 30 days after discovery.
	8	Eurailscout is entitled to set off the amounts owed and/or to be claimed in connection with the Agreement against those amounts which Eurailscout has to claim from and/or is owed by the Contractor for any reason whatsoever.
	9	The Contractor's right to claim amounts owed from Eurailscout expires and has a limitation period of 1 year after the day that it was established by means of a written document that the work and/or delivered goods and/or services underlying the amounts have been completed.
	10	Any surcharges for late payment charged by the Contractor do not apply.
	11	All payments prior to the payment of the final statement are regarded as advance payments. They therefore do not imply any acknowledgement of the correctness of the invoices to which they relate, nor of any claim being outstanding at the time of payment.
	12	Payment by Eurailscout does not imply an acknowledgement that the performed work and/or deliveries comply with what was stipulated in the agreement.
	13	Eurailscout will notify the Contractor in writing when it intends to submit its final invoice to the Client. The Contractor will then submit its invoice to Eurailscout for any amounts still owed to it within two weeks after receiving this notification.
	14	The Contractor is always obligated to provide the personal or collateral security required by Eurailscout upon first request.
	15	Eurailscout will have the right to claim the damage that Eurailscout suffers as a result of failure of the Contractor and the damage that arises from a possible dissolution of the Agreement, as well as the right to set off the amount that Eurailscout has to claim from the Contractor because of the repayment obligation arising from the dissolution against payments that Eurailscout may owe to the Contractor.
	16	All of Eurailscout's obligations to make payments, for any reason whatsoever, will be suspended until it has been determined which amounts, as referred to in paragraph 15, Eurailscout has to claim from the Contractor.
	17	The Contractor waives any right of retention that it can enforce against Eurailscout.
Article 12. Environment		The Contractor must clean up material residues, packaging, packing materials, as well as any contamination created by the work of the Contractor, and, insofar as not otherwise agreed, dispose of them. The Contractor must collect any remaining chemical materials such as paints, glues, solvents and any other environmentally unfriendly materials, included the corresponding packaging materials and dispose of them in accordance with the legal regulations.
Article 13. Safety	1	The Contractor undertakes to maintain the safety devices that it has installed. The Contractor must remedy (or arrange for the remedy of) any unsafe situations encountered by the Contractor in the safety devices installed by Eurailscout and report them to Eurailscout immediately.
	2	In accordance with laws and regulations, the Contractor must ensure that personnel are competent and certified to perform work specifically for the sector. It must also ensure that, if necessary, the employees also have legally approved safety equipment at their disposal.
	3	The Contractor undertakes to fully observe the safety regulations specified by Eurailscout.
Article 14. Confidentiality	1	The Contractor will not disclose to third parties any information provided by Eurailscout either prior to, during the performance of the Agreement, or after termination of the Agreement, without the prior written consent of Eurailscout.
	2	The Contractor, its personnel and/or third parties engaged by it are obligated to observe strict confidentiality with regard to all information relating to Eurailscout which it may obtain in connection with the Agreement or the execution thereof.
	3	The Contractor will oblige the third parties involved in the execution of the Agreement to the same confidentiality obligation in writing.
Article 15. Intellectual Property	1	The Contractor guarantees that there will be absolutely no infringement of intellectual property rights and/or other rights of third parties in the execution of the Agreement.
	2	The Contractor indemnifies Eurailscout against claims arising from any infringement of the rights referred to in the previous paragraph, and will compensate Eurailscout for any damage resulting from any infringement.
	3	Drawings, designs, specifications, manuals, specific software, etc. as provided by Eurailscout or produced by the Contractor on behalf of Eurailscout will remain or become the property of Eurailscout and may be used by Eurailscout at its own discretion. The documents referred to above will not be copied by the Contractor without prior written permission.
	4	If the Agreement concerns the development and/or modification of software, the Contractor will, at Eurailscout's first request, provide Eurailscout with the object code, source code and all related documentation free of charge. These will be made available in such a way that Eurailscout can make effective use thereof without further effort.
Article 16. Prohibition of assignment, pledging		The Contractor is prohibited from assigning or pledging to a third party any claims arising from the Agreement with Eurailscout, or transferring them under any title whatsoever or establishing (or arranging for establishment of) any limited right thereon, without Eurailscout's permission. This prohibition is a clause within the meaning of Article 3:83 paragraph 2 Dutch Civil Code. The prohibition has effects under property law.
Article 17. Dissolution	1	Without prejudice to the provisions of the other articles of these general terms and conditions, Eurailscout is entitled to fully or partially dissolve the Agreement with immediate effect without notice of default and/or judicial intervention:
	1a.	if a bankruptcy petition is filed against the Contractor, the Contractor itself files for bankruptcy, is declared bankrupt, has applied for a suspension of payments, is granted a suspension of payments, proceeds with liquidation (of a part) of its enterprise, offers a settlement to its creditors or otherwise proves to be insolvent;
	1b.	if the Contractor invokes force majeure in the event of a shortcoming in fulfilment;
	1c.	if the Agreement between the Contractor and Eurailscout is terminated or suspended;
	1d.	if control of the Contractor's enterprise is transferred to another party, unless the Contractor can demonstrate that the execution of the Agreement will not experience any hindrance or disadvantage as a result;
	1e.	if the Contractor, or its personnel or third parties engaged by it, act contrary to article 2.
	2	Dissolution does not affect any guarantee obligations. In the event of dissolution as referred to in paragraph 1 under a, Eurailscout is entitled to an amount equal to at least 5% of the total price or contract price as compensation for the fact that the Contractor will no longer be able to fulfil its guarantee obligations.
	3	In the event of dissolution as referred to in paragraph 1, Eurailscout is never obliged to any form of compensation whatsoever. The Contractor is obliged to indemnify Eurailscout against claims from third parties that arise as a result of the dissolution.
	4	In the event of dissolution, Eurailscout has, without prejudice to its rights under the law, with regard to the goods not delivered and/or work not performed, as well as for that part of the Agreement that has already been performed but which can no longer be effectively used as a result of the dissolution of the Agreement, the following rights:
	4*	* the right, at the Contractor's expense and risk, to return to the Contractor any goods that had already been delivered, and the right to a refund of payments made by Eurailscout for such goods;
	4*	* the right to compensation by the Contractor of the extra costs that Eurailscout must incur for the (renewed) procurement of goods and/or services not yet delivered or a reasonable replacement of goods and/or services that have not been received and/or secured by Eurailscout;
	4*	* the right to have the work that is yet to be performed according to the Agreement carried out by third parties at the Contractor's expense.
	5	Any receivables that Eurailscout may have or obtain against the Contractor under this article will be immediately and fully due and payable.
	6	If, in Eurailscout's opinion, there is good reason to fear that the Contractor will not fulfil its obligations towards Eurailscout properly or in a timely manner, the Contractor is obligated, at Eurailscout's first request, to immediately provide sufficient security in the form desired by Eurailscout for complete fulfilment of all its obligations.
7	Without prejudice to the provisions of the previous paragraphs, Eurailscout is at all times entitled to fully or partially terminate the Agreement. In such a case, Eurailscout will only reimburse the Contractor for the costs incurred prior to the termination, plus an amount to be determined by Eurailscout for overheads and profit.	

Article 18. Disputes, applicable law	1	All disputes - including those which are only considered as such by one of the parties - which may arise as a result of the Agreement between Eurailscout and the Contractor will be submitted to the civil court.
	2	In deviation from the provisions of paragraph 1, Eurailscout is always entitled to have a dispute settled by the body stipulated in the Agreement between the Client and Eurailscout.
	3	Dutch law applies to the Agreement. Application of the Vienna Sales Convention is explicitly excluded.
	4	If the English version of these terms and conditions applies to an Agreement, the Dutch version will prevail in the event of any differences of interpretation.
SUPPLEMENTARY PART B: DELIVERY OF GOODS / SERVICES		
Article 19. Deliveries	1	At Eurailscout's request, the Contractor must postpone delivery for a reasonable period to be stated by Eurailscout. Postponement of the delivery does not affect the obligation of fulfilment as stipulated in the Agreement.
	2	The Contractor is only entitled to make partial deliveries if this has been agreed with Eurailscout.
	3	Every delivery must be accompanied by a packing list and a consignment note which states the number of the Agreement.
	4	If Eurailscout is unable to receive the goods, the Contractor will take measures to store the goods or arrange for their storage at the expense and risk of the Contractor until delivery can take place.
	5	The Contractor must hand over to Eurailscout all relevant documentation concerning the goods to be delivered no later than upon the first delivery.
	6	If a penalty has been imposed for late delivery, the payment of this penalty does not affect Eurailscout's other rights, including the right to demand fulfilment and the right to compensation of damages.
Article 20. Scheduling, completion		The performance of the Contractor's work activities must be fully calibrated to Eurailscout's scheduling in such a way that other work activities do not come to a standstill. In the event of acceleration or delay, the Contractor will adapt to the amended schedule/progress.
Article 21. Changes to goods/services to be delivered		The Contractor is obligated to inform Eurailscout in advance of any change to the composition or properties of the goods to be delivered by the Contractor. If the Contractor fails to do so, the Contractor is liable for any damage that may arise for Eurailscout as a result of such a change.
Article 22. Unforeseen / cost-increasing circumstances		The Contractor is only entitled to reimbursement of additional costs if and insofar as these claims are accepted by Eurailscout.
Article 23. Invoicing	1	The Contractor must in all cases state the following information clearly and comprehensibly on dated and numbered invoices: - name and address of Eurailscout;
	2	- VAT identification number;
	3	- legal name of the Contractor
	4	- the order number issued by Eurailscout, the name of the work and the place of execution to which the invoice relates;
	5	- the time period and performed services to which the invoice relates;
	6	- total contract price or purchase price, amounts already submitted, and deadline number;
	7	- bank account numbers;
	8	- receipt numbers for confirmations of receipt;
	9	- the amount already invoiced, including the amount of the present invoice;
	10	- the amount yet to be invoiced;
	11	- in the case of VAT reverse charge, this is to be mentioned explicitly on the invoice
Article 24. Personnel	1	The Contractor will only deploy its own personnel if the prior written permission of Eurailscout has been obtained.
	2	In the event of misconduct or unsuitability, Eurailscout is entitled to remove the Contractor's personnel from the location and to request that the aforementioned personnel be replaced.
	3	The working hours, rest times and public holidays or days of commemoration recognised at the location of the work, as well as vacation days or other days off, upon which work is not carried out by virtue of government regulation or a collective labour agreement to which Eurailscout is bound, also apply to the Contractor and its personnel involved in the work carried out for Eurailscout. Eurailscout is not liable for damage that may arise for the Contractor in this regard.
	4	If work is executed by third parties or by hiring in personnel as referred to in this paragraph, the Contractor is obliged to strictly observe the administrative regulations pursuant to Article 34 paragraph 6 Collection of State Taxes Act (<i>Invoeringswet</i>) or Article 35 paragraph 5 Collection of State Taxes Act or any corresponding provision.
	5	If applicable, the Contractor will show to Eurailscout the Safety, Health & Environment (VCA) certificates of its personnel.
	6	The Contractor must inform its personnel of obligations in accordance with the provisions of the Compulsory Identification Act (<i>Wet op de Identificatieplicht</i>) so that they can identify themselves immediately during inspections. Eurailscout is entitled to check this. If the required identity documents and/or work permits are missing, Eurailscout is entitled to deny the relevant personnel of the Contractor access to the work. Any damage suffered by Eurailscout as a result is at the expense and risk of the Contractor.
	7	The Contractor will submit to Eurailscout any documents of which copies are required in the context of legislation and regulations. Eurailscout is entitled, for monitoring purposes, to request and take over from employees the social security number of all employees who perform work (digitally) for or on behalf of the Contractor at the start of or during the execution of the Agreement.
	8	If personnel who do not possess Dutch nationality are deployed under the Agreement, the Contractor will provide Eurailscout with information regarding the social insurance position of the persons concerned. If the employee has remained socially insured in his country of residence, the Contractor will provide Eurailscout with a copy of a valid A1/E101 certificate as proof that the employee has compulsory social insurance abroad.
	9	If, on the basis of the Agreement, employees from outside the EU or from countries that joined the EU on 1 May 2004 or later are deployed, the Contractor will provide Eurailscout with copies of a valid work permit, valid residence permit and proof of identity insofar as required by immigration legislation.
	10	If it appears, based on the Agreement and based on the information from the Contractor, that third parties engaged by it qualify as self-employed, the Contractor will submit to Eurailscout a model agreement approved by the Tax and Customs Administration.
	11	The Contractor indemnifies Eurailscout against any claims from third parties as a result of the fact that the Contractor does not comply with the provisions of this article.
	12	In the execution of the Agreement, the Contractor will comply with the applicable laws and regulations, including the applicable employment law regulations. The Contractor will ensure the timely and full payment of the wages of the workforce to be engaged by the Contractor and ensure proper compliance with the applicable Collective Labour Agreement.
Article 25. Tools and equipment	1	Unless stated otherwise in the Agreement, the Contractor will provide all the tools and other equipment necessary for the performance of its work.
	2	Eurailscout is not obliged to guard the tools, equipment or other property of the Contractor. Eurailscout is not liable for loss or damage.
	3	The vertical and horizontal transport required for the performance of the work will be carried out by the Contractor at its own expense and risk, unless stated otherwise in the Agreement.
	4	The Contractor is obliged to properly use and maintain equipment made available by Eurailscout. As long as the Contractor has such equipment in its possession for the performance of the work, the Contractor bears the risk of damage, destruction or loss, regardless of the cause. After completion of the work, all Eurailscout equipment that the Contractor has in its possession must be immediately made available to Eurailscout in the same condition as it was when the Contractor acquired it.
Article 26. Ownership	1	Ownership of goods/services to be delivered is transferred upon delivery, provided that the goods have been approved by Eurailscout and comply with the Agreement.
	2	Ownership is absolute and without retention of title.
	3	Eurailscout is entitled to demand that the ownership of the goods/services to be delivered is transferred at an earlier time than agreed. The Contractor will then mark the goods as the recognisable property of Eurailscout. However, the aforementioned items remain in the Contractor's possession at its expense and risk.