

Article 1. Definitions

Agreement: a written agreement between Enza Zaden and the Supplier in relation to the provision of Goods and/or provision of Services, including additions and amendments.

Enza Zaden: Enza Zaden Beheer B.V. or one of its subsidiaries as referred to in Section 24a of Book 2 of the Civil Code, as well as any joint ventures in which (a subsidiary of) Enza Zaden takes part.

Goods: the material objects to be supplied, including the assembly and / or installation thereof.

Party/parties: contracting parties to the Agreement, being Enza Zaden and the Supplier.

Personal data: personal data as meant in article 4 sub 1 of the Dutch General Data Protection Regulation (GDPR).

Purchase conditions: these general terms and conditions governing the purchase of Goods and Services by Enza Zaden.

Services: all work to be performed by the Supplier for Enza Zaden based on the Agreement.

Supplier: the party providing Services or Goods to Enza Zaden pursuant to the Agreement.

Article 2. Applicability

1. These Terms and Conditions of Purchase apply to all enquiries, quotes and agreements relating to the provision of Services or Goods to Enza Zaden.
2. If the Agreement relates to work contracts, it will be governed by the Additional Terms and Conditions for buying contract work in addition to the provisions in this general section.
3. Enza Zaden explicitly rejects that any other (general) terms and conditions apply.
4. Amendments and additions to the Agreement and/or the Terms and Conditions of Purchase are only binding if the Parties explicitly agreed them in writing.
5. In the event the provisions in the Agreement and the Terms and Conditions of Purchase are incompatible, the provisions of the Agreement take precedence.
6. If any provision of these Purchase Conditions is annulled or declared invalid, the other provisions will remain in full force.

Article 3. Offer and conclusion of an Agreement

1. An offer made by the Supplier is irrevocable for a period of 90 (ninety) days.
2. Quotations and offers are unconditional and free of charge, unless otherwise agreed in writing.
3. An Agreement is only concluded by the written acceptance of the Quotations or offers by Enza Zaden.
4. Oral or written commitments or agreements by or with employees of Enza Zaden are only binding for Enza Zaden if and as soon as they have been confirmed in writing by a person authorised to sign such commitments or agreements.
5. If Enza Zaden has already provided the Supplier with a copy of the Purchasing Conditions at previous assignments, or if Enza Zaden has informed the Supplier where Purchase Conditions are available for consultation the Supplier shall be deemed to have taken note of the Purchase Conditions. The Supplier who has been contracted on the basis of the Purchase Conditions once, agrees to the applicability of these Purchase Conditions to all subsequent Agreements made between the Supplier and Enza Zaden.
6. The contract and / or delivery period is determined in the Agreement.
(Duration) Agreements are concluded for a definite period and end by operation of law. Enza Zaden does not agree to tacit extension of the Agreements. No later than two (2) months before the expiry of this term, the Supplier will contact Enza Zaden to, if desired, establish a new contract and / or delivery period.

Article 4. Provision of Goods and/or Services

1. For the provision of Goods and/or Services, the Supplier must follow all reasonable directions and instructions given by Enza Zaden. The Supplier is responsible for timely obtaining any permissions, certificates and licences that are required to carry out the Agreement.

2. The Supplier must inform itself in time about the nature and conditions of the location where Goods are delivered and/or Services are performed, and of all other circumstances that are relevant to the performance of the Agreement.
3. Delivery of Goods is made on an DDP basis (Delivery Duty Paid pursuant to the Incoterms 2010) to the named place of destination, as agreed by the Parties.
4. The Goods delivery must be accompanied by a packing list with Enza Zaden's order number, as well as item numbers, quantities and a description of the Goods. The item numbers must be clearly and legibly stated on the Goods.
5. Delivery in instalments is only permitted if agreed by the Parties in advance.
6. If the quantities delivered deviate from those specified in the Agreement or if only a partial delivery is made, Enza Zaden can refuse the deliveries and return them for the account and risk of the Supplier.
7. The Supplier will make all manuals and product information related to the Goods as well as any quality marks or certificates available to Enza Zaden and transfer ownership without additional costs.
8. The ownership of the Goods transfers to Enza Zaden upon delivery and after Enza Zaden has accepted the Goods. The Supplier will not reserve any rights to the Goods delivered to Enza Zaden, unless agreed otherwise in writing. Enza Zaden will nevertheless be allowed to process the Goods delivered and/or sell them as usual in the context of its normal business activities.
9. If the Supplier engages third parties for the production or delivery of Goods or the performance of Services, the Supplier remains responsible at all time for the correct and timely performance of the Agreement. Prior written permission from Enza Zaden is required for engaging third parties in the performance of Services. Conditions may be imposed on granting such permission.
10. The Supplier will remain responsible at all times for the Agreement being carried out correctly and on time, as if it was its own work.
11. The Supplier will ensure that its personnel and the third parties it engages are and remain informed of the internal rules and code of conduct at Enza Zaden, in force in the location where the work will be carried out.

Article 5. Quality and inspection

1. The Supplier guarantees that:
 - Services will be performed by professionally skilled employees in accordance with high standards of workmanship and the appropriate training, certificates and/or accreditations;
 - The Goods and Services conform with the terms & conditions and specifications set out in the Agreement, and with any samples, models and drawings approved by Enza Zaden;
 - The Goods are new and high-quality, without errors in the design, construction, dimensions, and version and are suitable for the intended purpose;
 - The spare parts will be available for the Goods for a period of at least ten years after the Goods are delivered;
 - Goods and Services meet the applicable legislation and regulations including, but not exclusively limited to, (packaging) directives regarding health, safety and the environment and comply with the customary norms and standards;
2. Enza Zaden is entitled to inspect Goods and Services. Depending on the nature of the Goods or Service to be provided, the Supplier will give Enza Zaden the opportunity to perform or arrange inspections (i) before, during, or after the services have been provided or (ii) during the production, processing and storage of the Goods or after delivery. For that purpose, the Supplier will grant access to the places where the Goods are produced or stored and/or Services are performed and grant cooperation to the desired inspections, checks and tests.
3. If Goods or Services not in conformity with the guarantee referred to in clause 1 of this article (including Goods damaged as a result of inadequate packaging), Enza Zaden has the right:
 - a) to reject the Goods and/or Services concerned and to return them at the Supplier's costs, after which Enza Zaden is entitled to a replacement and delivery within the specified delivery time

without additional costs;

- b) to retain the Goods and the results of the Services and to use them while receiving a fair reduction of the purchase price;
- c) to repair the Goods and/or Services or to arrange for third parties to repair, rectify, or provide them at the Supplier's expense, in the event of time pressure.

All additional costs, such as disassembly, freight and the reassembly are for the Supplier's account. This does not prejudice all other rights Enza Zaden has, based on the Agreement or by law.

4. Regardless of whether Enza Zaden exercises its right to perform an inspection based on the previous clause of this article, the Supplier remains fully responsible for the correct performance of this Agreement.

Article 6. Time of Delivery/Term of Delivery

1. The Supplier will deliver the Goods or provide the Services at the agreed time or within the agreed delivery term. This term is considered as a strict deadline.
2. If the Supplier expects that the Goods and/or Services cannot be delivered or provided within the agreed term, it will inform Enza Zaden in writing immediately. The Supplier will take all reasonable measures to prevent any delay. However, the above does not prejudice the rights of Enza Zaden in the event the Supplier does not, or does not timely, comply with the Agreement..

Article 7. Packing and transport of Goods

1. The Supplier will ensure that the Goods are properly packaged to be transported in a manner that the Goods will reach their intended destination in good condition.
2. The Supplier is liable for damage caused by insufficient or inadequate packaging, or packaging that does not meet the requirements of environmental legislation.
3. The Supplier will take back all packaging free of charge at Enza Zaden's first request.

Article 8. Employees of the Supplier

1. If, in the opinion of Enza Zaden, personnel employed by the Supplier in the performance of the Agreement are insufficiently qualified, the Supplier shall be obliged to replace these personnel immediately.
2. The Supplier will only replace personnel by persons who are at least equally qualified, trained and experienced as the employees they replace.

Article 9. Prices, invoicing and payment

1. All prices are flat rates, net of VAT. Prices include all additional costs, extras and taxes. Surplus costs not specified in the Agreement will not be reimbursed.
2. The Supplier must address the invoice to Enza Zaden's billing address as indicated on the purchase order. The invoice will in any case include:
 - invoice date, name, address, postcode, town, IBAN, VAT number, CofC-number;
 - the billing address;
 - the number of the purchase order, and, if applicable, the number of the framework agreement.
3. If the invoice does not meet the conditions referred to in the previous clause of this article, Enza Zaden reserves the right not to pay it.
4. Invoices based on subsequent calculations must include details of the hours charged for.
5. Invoicing will take place after the Goods are delivered and accepted and/or after the Services have been provided, unless agreed otherwise.
6. Enza Zaden pays invoices within 30 (thirty) days from receipt, on condition that Enza Zaden has approved the invoice.
7. Enza Zaden is entitled to suspend part or all of its payment against an invoice, in the event the Supplier is in default of complying with the Agreement.
8. Enza Zaden can offset any amounts owed by the Supplier to Enza Zaden for any reason against outstanding invoices.

9. In the event of advance payments, Enza Zaden can expect the Supplier at its own expense to arrange for a bank acceptable to Enza Zaden to issue an unconditional and irrevocable bank guarantee in the name of Enza Zaden.
10. Invoice payments made by Enza Zaden do not amount to a waiver of rights in any way.
11. The Supplier will not transfer claims against Enza Zaden to third parties nor encumber them with pledges.

Article 10. Changes and additional work

1. Enza Zaden has the right to expect reasonable changes in the scope and/or properties of the Goods and or Services.
2. If in the Supplier's opinion, a change will have consequences for the agreed price and/or time of delivery, it will inform Enza Zaden of it in writing as soon as possible before acting on the change, but no later than within 5 (five) working days from being notified of the change. If the consequences for the price and/or term of delivery are unreasonable in Enza Zaden's opinion, the parties will enter into negotiations about it.
3. If the Supplier is of the opinion that overtime is applicable, it will inform Enza Zaden of it as soon as possible. Overtime can only be invoiced if Enza Zaden issued a written order for it in advance.

Article 11. Liability

1. The Supplier is liable for any damage that Enza Zaden incurs as a result of a default by the Supplier or by third parties engaged by the Supplier to comply with the Agreement.
2. The Supplier is liable for damage caused by its own acts or omissions and those of its employees and the third parties it engaged, in terms of personal injuries and material damage caused to Enza Zaden and third parties, and it indemnifies Enza Zaden for third-party claims in this respect.
3. The Supplier indemnifies Enza Zaden against third-party claims or any fines incurred as a result of the Supplier's failure to meet its obligations arising from the Agreement or as a result of breaching mandatory regulations.
4. The Supplier will take out and retain adequate insurance cover at its own expense during the term of the Agreement against the standard business risks and corporate liability. The insured amount for the Suppliers' corporate liability is at least 2.5 million euros per incident and for its professional liability at least one million euros per incident. At the request of Enza Zaden, the Supplier will provide sufficient evidence of the insurance policies and related premium payments.

Article 12. Force majeure

1. Neither party is liable for a failure to comply (on time) with its obligations if it is caused by force majeure. In the event of force majeure, a Party is authorised to suspend part or all of its obligations.
2. Force majeure in any case excludes illness or staff shortages, strikes, defaults by third parties engaged by the Supplier, the failure or unsuitability of auxiliary materials or the Supplier's cash problems.

Article 13. The use of things and tools

1. The Supplier will use items made available by Enza Zaden, such as tools or computer equipment, for its own risk, and return it to Enza Zaden in a good condition. The Supplier will only use the items that are made available to perform the Agreement correctly and will not allow them to be used by third parties.

Article 14 Rules for personnel on site/ in the premises of Enza Zaden

1. The Supplier will ensure that its work, personnel and the third parties it engages will not cause an obstruction on the site and in the premises of Enza Zaden or impede the normal activities of Enza Zaden and third parties.
2. Supplier and personnel employed by Supplier as well as engaged third parties are obliged to comply at all times with the Company Regulations applicable at Enza Zaden. Supplier must inform

personnel employed by Supplier as well as engaged third parties correctly, timely and fully of the Company Regulations applicable at Enza Zaden.

Article 15. Confidentiality

1. The Supplier shall not disclose Enza Zaden's confidential information to third parties. Considered as confidential information of Enza Zaden is: information marked confidential, or confidential by its very nature, including but not exclusively business information, know-how or personal data originating from Enza Zaden.
2. The duty of confidentiality referred to in the previous article does not apply insofar (a) disclosure is mandatory by law or ordered by a competent authority, or (b) the information concerned is already in the public domain or is published without any unlawful actions by the Supplier, its employees or the third parties it engages.
3. The Supplier will impose the same duty of confidentiality as set out in the previous clauses of this article to its employees or the third parties it engages for the fulfilment of this Agreement and only grant them access to the confidential information concerned to the extent necessary for them to do their work.
4. If the Supplier fails to meet the obligations in this article 15, it will forfeit an immediately payable fine to Enza Zaden of € 25,000 per breach, without prejudice to Enza Zaden's right to claim compensation for the loss actually incurred.
5. After termination of the Agreement, the Supplier will immediately return all the confidential information of Enza Zaden in its possession or demonstrably destroy it.
6. Neither Party is allowed to publicise the content or the existence of an Agreement without the other Party's prior written consent.

Article 16. Intellectual property rights

1. All intellectual property rights for the Goods that are produced on behalf of or for Enza Zaden and/or that arise when Services are provided as well as the drawings, texts, models, manuals, samples, ancillaries, calculations, software, moulds, malls and other documents and data carriers specifically produced for Enza Zaden or used for the purpose will become the property of Enza Zaden. Insofar as necessary, the Supplier already transfers those rights in advance to Enza Zaden and will cooperate with the formalities required for the transfer.
2. With respect to intellectual property rights for Goods not produced specifically for Enza Zaden and / or which already existed prior to the performance of the Services or are developed separately from the Services and therefore did not arise as a result of the performance of the Services for Enza Zaden, Enza Zaden will obtain a perpetual, global, non-exclusive user licence for all intellectual property rights for use in accordance with the purpose of the Agreement, free of charge. The Supplier shall also arrange for necessary licenses for intellectual property rights of third parties for the use of the Goods and Services.
3. The Supplier waives all personality rights as referred to in the Copyright Act, also on behalf of its employees, insofar as permitted by law.
4. The Supplier guarantees that the use of the Services supplied does not infringe intellectual property rights and other third-party rights and indemnifies Enza Zaden for third-party claims in this respect.
5. Any intellectual property rights on things and data that Enza Zaden made available to the Supplier in relation to the Agreement, remain the property of Enza Zaden.

Article 17. Termination of the Agreement

1. Enza Zaden can earlier terminate the Agreement at all times by means of a written communication to the Supplier, taking into account a notice period of thirty (30) days.
2. Each Party can dissolve part or all of the Agreement with immediate effect, without prejudice to other means of legal redress, if:
 - a. the other Party is in default of complying with any essential obligation from the Agreement and if this non-compliance is not remedied within thirty (30) days from the defaulting party being

- a. sent a notice of default sent by registered mail, demanding compliance;
 - b. the other Party is declared bankrupt, applied for or was granted a suspension of payments;
 - c. an attachment is imposed on a significant part of the other Party's company assets;
 - d. part or all of the other Party's business activities are transferred, wound up, discontinued or moved abroad, or if the other Party is dissolved;
 - e. a Party is hit by force majeure lasting thirty (30) days or more.
3. If, within the framework of the assignment, the Supplier offers or gives any remuneration or gifts to (an) employee (s) of the other Enza Zaden or to a related third party without prior written permission, Enza Zaden has the right to terminate the Agreement with immediate effect, without any further liability or (compensation) obligation.
 4. The articles in the General Terms and Conditions of Purchase and in the Agreement that are intrinsically destined to remain valid after the Agreement is terminated, will remain in force undiminished. This includes in any case the provisions relating to liability, confidentiality and intellectual property rights.

Article 18. Transfer of rights and obligations

1. The Supplier is not permitted to transfer part or all of its rights arising from the Agreement to third parties without the prior written permission of Enza Zaden.

Article 19. Personal Data Protection

1. For the fulfilment of its obligations arising from this Agreement, the Supplier will observe the applicable laws and regulations in relation to the protection of personal data, particularly the General Data Protection Regulation (GDPR).
2. Insofar the Supplier is processing Personal Data as part of fulfilling the Agreement, in the role of processor within the meaning of the GDPR, it will only process the data under commission and pursuant to the instructions of Enza Zaden (unless otherwise required by laws and regulations) and exclusively insofar as necessary to fulfil its obligations based on the Agreement.
3. The Supplier will take appropriate technical and organisational measures to protect the Personal Data against unintentional or unlawful processing (including, but not limited to the unnecessary gathering or further processing of the data). These measures provide an adequate protection level, taking into account the latest technology and the costs of taking and implementing them, as well as the risks associated with data processing, and the nature of the data to be processed.
4. The Supplier will only process personal data within the European Economic Area.
5. In the event of a security breach that may have serious, adverse consequences for Personal Data protection, the Supplier must inform Enza Zaden of it within 48 hours of the breach being discovered. The Supplier will give Enza Zaden the information it needs to file an accurate and complete report to the Dutch Data Protection Authority and to inform the person(s) concerned within the meaning of the General Data Protection Regulation, in the context of the notification requirement regarding data leaks.
6. The Supplier indemnifies Enza Zaden against fines relating to the non-compliance by the Supplier or by the third parties it engages with the obligations in this Article 19.

Article 20. Income tax at source and payable premiums

1. The Supplier guarantees that it will ensure that income tax deducted at source, national insurance premiums and social security premiums are paid on time for its employees involved in carrying out the Agreement or for the third parties the Supplier engages.
2. In the event that the Supplier is a self-employed professional or freelancer (ZZP-er) or works with a self-employed professional or freelancer, Enza Zaden may place further conditions on the manner of contracting, making available and/or making payments to the self-employed professional or freelancer concerned. The

Supplier shall, on the first request of Enza Zaden, supply copies of documents that can adequately prove the nature of the employment relationship or of its independent entrepreneurship, all this at the discretion of Enza Zaden.

3. The Supplier indemnifies Enza Zaden against any liability of the Employee Insurance Agency in relation to the withholding tax, national insurance and social security premiums due in relation to the employees of the Supplier and the third parties it engages, in relation to the Agreement.

Article 21. Applicable law and resolution of disputes

1. These Terms and Conditions of Purchase and every Agreement is governed by Dutch law. The Vienna Sales Convention is not applicable.
2. Disputes between the Parties will be resolved as much as possible through sound negotiation.
3. If the Parties cannot reach an amicable conclusion, disputes will solely be submitted to the competent Court of Amsterdam.

Article 22. Other provisions

1. Enza Zaden is entitled to amend the Terms and Conditions of Purchase unilaterally. If the Supplier does not object to Enza Zaden in writing within two weeks from receiving a new version of the Terms and Conditions of Purchase, the new version will replace the old one.
2. If a provision of the Terms and Conditions of Purchase is void or will be voided, the other provisions will remain in force undiminished. The Parties will replace the void or voided provisions in joint consultation, with another provision that will take into account the objective and purport of the Agreement as much as possible.
3. Enza Zaden has no obligation to buy a certain minimum quantity of Goods or Services from the Supplier, unless agreed otherwise in writing.
4. The Supplier does not obtain exclusivity in relation to the delivery of Services to Enza Zaden. Enza Zaden reserves the right to purchase similar Services from other suppliers.

Additional Terms and Conditions of Purchase for Work Contracts

Article 23. Additional definitions

Work: work of a tangible nature that arises and is provided by Supplier on the basis of the Agreement.

Article 24. Applicability

1. These additional terms and conditions of purchase for Contract Work apply to all quotes, offers and Agreements in relation to Work to be contracted to the Supplier.

Article 25. Storage of materials

1. The Supplier is not entitled to store more equipment on the sites and in the premises of Enza Zaden sites to be designated by Enza Zaden than is required at Enza Zaden's reasonable discretion to carry out the Agreement. The risk for the stored goods lies with the Supplier.

Article 26. The use of tools and equipment

1. The Supplier is responsible it has the tools and equipment required for the Services. If the Supplier has things from Enza Zaden on loan, or is allowed to use them, it must return those as soon as possible in good condition after using them. Failing this, it will need to compensate the full damages, also in the event of loss and/or theft.
2. The Supplier must ensure that it uses reliable tools and equipment, which comply with the relevant laws and regulations, also in terms of health & safety. The Supplier must have the necessary quality and safety certificates and test certificates.

Article 27. Inspection of materials, tools and equipment.

1. Enza Zaden is authorised to inspect and certify all materials, tools and equipment used by the Supplier to carry out the Agreement.

2. Any use made by Enza Zaden of the tools and/or equipment does not discharge the Supplier of liability arising from the use.

Article 28. Planning and delivery

1. The Work will be delivered on the date agreed between the Parties, unless agreed otherwise.
2. The Work is considered as delivered when Enza Zaden has approved the Work in writing after inspection, when any remaining points or faults have been remedied to Enza Zaden's satisfaction and when Enza Zaden has declared that the Work can be considered as delivered. Receiving approval and/or payment does not discharge the Supplier from any warranty obligation or liability.
3. If Enza Zaden rejects the work, it will communicate this to the Supplier, including the reasons why. In the event Enza Zaden has rejected the Work, the Supplier must ensure that the Work is nevertheless delivered to Enza Zaden's satisfaction within a term to be agreed.
4. Enza Zaden will only pay when the Supplier has delivered the work to Enza Zaden's satisfaction and/or performed the Services satisfactorily.

Article 29. Guarantee

1. The Work will at least be governed by the guarantee provisions that are customary in the sector, taking into account a minimum guarantee period of 36 months. When the manufacturer or importer gives a more comprehensive guarantee on (parts of) the Work, it will apply alongside the guarantee given by the Supplier.
2. During the guarantee period, the Supplier is obliged to repair all faults at its own expense within a reasonable term at Enza Zaden's first request.

Article 30. Obligations of the Supplier

1. The Supplier's personnel is in principle available during the site's working hours, as part of which their absence, replacement and accessibility will be arranged in consultation with Enza Zaden.
2. The Supplier vouches to Enza Zaden that all regulations arising from the Compulsory Identification Act (WID) and the Foreign Nationals (Employment) Act (Wav) are complied with by the persons engaged by or via the Supplier, directly or indirectly (self-employed professional or freelancer).
3. Supplier must have a valid wage tax number registered with the Netherlands Tax and Customs Administration.