

I GENERAL PROVISIONS**Article 1. Applicability and definitions**

- 1.1 These general terms and conditions of purchase apply at all times to all requests, offers and agreements in connection with the supply of goods, services and rights, including rights of use, by a third party to ANWB. The foregoing applies regardless of whether these are connected with or follow offers already made or agreements already entered into.
- 1.2 The Other Party's general terms and conditions are expressly rejected.
- 1.3 Amendments or supplements to these general terms and conditions of purchase can only be agreed expressly and in writing, and only apply to the relevant offer or agreement whereby the amendment or supplement is agreed.
- 1.4 A number of terms are used in these general terms and conditions of purchase that are defined as stated below:
- I ANWB: ANWB B.V. or a 100% or other subsidiary company of ANWB B.V.;
 - II Other Party: The counterparty, supplier, cooperating partner or other type of counterparty of ANWB that supplies products and/or services to ANWB, or with which ANWB has entered into a partnership;
 - III Order: A signed written assignment, including a digitally generated order arising from the order systems used by ANWB to place orders with an Other Party;
 - IV In Writing: In a document, including by email or any other digital form;

Article 2. Offers, establishment of an agreement;

- 2.1 If ANWB receives an offer in which no period for acceptance is stated, then the offer is valid for 45 days after its date of sending;
- 2.2 The Other Party has no right to the reimbursement of costs incurred for the preparation and formulation of the offer. An offer in no way commits ANWB to entering into an agreement or to establishing any other obligation with the Other Party; ANWB reserves the right to discontinue the offer process, or to not issue an assignment.
- 2.3 An agreement first comes about when an employee of ANWB who is authorised for this purpose has formalised this in an Order presented or sent to the Other Party. The Order or Agreement must be signed, digitally or otherwise, by the employee authorised for this purpose, and provided with a cost centre number or purchase order number.
- 2.4 If ANWB issues an Order without a prior offer, or in the event that the Order deviates from a prior offer, then ANWB is entitled to revoke this Order if the Other Party has not unconditionally accepted this in writing within 15 working days of the sending date of the provision of the assignment.
- 2.5 Unless explicitly determined otherwise in writing, the agreed prices, stipulations and conditions are fixed for the duration of the agreement. Prices are exclusive of any payable turnover tax, and inclusive of other taxes and levies if applicable.
- 2.6 The Other Party is only entitled to deviate from that which is agreed in the agreement or Order in respect of the performance resting upon it with the written approval of ANWB - exclusively meaning a written confirmation signed, or also signed, on behalf of ANWB by a person duly authorised for this purpose.

Article 3. Inspection/audit

- 3.1 ANWB is entitled at any time to inspect, or arrange to have inspected, verify and/or check, or arrange to have checked, the entire implementation of the agreement, including the process in connection with the production of the products and/or the services of the Other Party, either by ANWB itself or by a third party engaged by ANWB.
- 3.2 On the first request to this end by or on behalf of ANWB the Other Party will provide access, free of charge, to its organisation, its systems and the place of production/performance, processing or storage. If the Other Party does not comply with or cooperate with a request for inspection/checking - after having been ordered to do so by ANWB in writing - then ANWB is entitled to terminate the agreement with immediate effect. The Other Party is liable for all costs and damage suffered by ANWB because of this.
- 3.3 An interim inspection, or lack of this, does not imply acceptance of the goods or services to be supplied.

Article 4. Brand

- 4.1 ANWB is the owner of various trade names, logos and brands, including the trademark and logo 'ANWB'. ANWB has registered its brands with the Benelux Trademarks Office in The Hague.

- 4.2 The Other Party is not permitted to use trade names, logos or the trademark or graphic mark of ANWB or any other brand of ANWB in any way (within the meaning of the applicable legislation) and/or to exploit and/or to register in any way a brand in which the name ANWB appears.
- 4.3 The Parties will not in any way make public pronouncements with the use of each other's names, advertise with the use of them or use the names within the meaning of the applicable trademark legislation without express prior written permission.
- 4.4 In the event of the infringement of the prohibition stated in the second and third paragraphs of this article, the Other Party will be liable to pay an immediately claimable penalty of €25,000 per infringement, without prejudice to the other rights of ANWB, including the right to claim full compensation.

Article 5. Intellectual property rights

- 5.1 ANWB acquires the intellectual property rights in connection with all data, results, instructions, reports, documentation and the information contained within it that are or will be produced by the Other Party for the benefit of ANWB. If and insofar as any further action is required of the Other Party for this purpose, then the Other Party will grant its cooperation with this.
- 5.2 The Other Party indemnifies ANWB against claims of third parties in respect of the infringement of intellectual property rights of third parties, so-called personality rights, and claims in connection with knowhow, unlawful competition etc. connected with the agreement entered into between ANWB and the Other Party.
- 5.3 The Other Party undertakes, at its own expense, to take all measures that could contribute to the limitation of the additional expenses to be incurred and/or damage to be suffered by ANWB that may arise from the claims of third parties as stated in the second paragraph of this article.
- 5.4 Without prejudice to the above provisions of this article, ANWB is entitled, if third parties hold ANWB liable in respect of the infringement of intellectual property rights as described above on the basis of arguments that are not manifestly unfounded, to terminate the agreement with the Other Party in writing, out of court, in full or in part, without prejudice to its other rights.
- 5.5 At the time that materials, such as raw materials and ancillary materials, that are the property of the Other Party are incorporated in items of property of ANWB, they will be considered to be a new item of property, whose ownership belongs to ANWB, these matters without prejudice to the provisions of this article.
- 5.6 If the goods or services supplied consist of a product developed for ANWB, then ANWB acquires all rights in this respect, as well as in connection with the intellectual property in connection with this product, and the Other Party waives all of its rights.
- 5.7 The drawings, models, designs, calculations, samples, brochures, photos, software etc. provided by or on behalf of ANWB, as well as materials, such as raw materials, ancillary materials and tools, including any copies made of these, remain the property of ANWB, and must be immediately returned on ANWB's first request to this end or (at ANWB's discretion) destroyed. ANWB reserves all intellectual property rights in connection with these items. The Other Party is obliged to store these separately from objects that belong to itself or third parties, and recognisably as the property of ANWB.
- 5.8 The goods stated in article 5.7 supplied by or on behalf of ANWB may not be wholly or partly duplicated in any way, published or made available to third parties or used in any way without the express prior written permission of ANWB.

Article 6. Liability and Force Majeure

- 6.1 The Other Party is liable for all damage suffered by ANWB as the result of noncompliance, untimely compliance or improper compliance by the Other Party with the agreement or Order, or of the infringement of any other contractual or noncontractual obligation.
- 6.2 The Other Party indemnifies ANWB against all claims of third parties due to the abovementioned shortcoming of the Other Party.
- 6.3 The Other Party guarantees the quality of the workers, materials, data, specifications and calculations etc. provided by it to ANWB. The Other Party indemnifies ANWB against all claims of third parties in this respect based on an infringement of the rights of third parties in connection with the goods supplied.
- 6.4 If damage is caused to the property of ANWB, its personnel or of third parties in connection with the placement, delivery, installation, commissioning etc. of the goods supplied, or damage or injury is caused to goods or persons in another way, then the Other Party is liable for this damage or injury and its consequences. The Other Party indemnifies ANWB against claims in this respect.
- 6.5 ANWB limits its liability by reason of or in connection with either the agreement with the Other Party or as a result of an unlawful action, negligence or violation of legal obligations or otherwise to direct damage. ANWB is not liable for indirect damage, including in any event consequential damage, lost profits, lost income, loss of reputation or lost data. In all cases the liability of ANWB, regardless of the legal grounds of liability, is limited to a maximum amount of €1,000,000.

6.6 A failure to perform the agreement which is not attributable to a party and for which a party cannot be held accountable pursuant to any law or legal act or according to any generally accepted standard shall constitute force majeure.

6.7 Force majeure includes, but is not confined to:

- a) war (whether declared or undeclared), armed conflicts, uprisings, revolutions, military or civilian coups
- b) international sanctions, trade restrictions, embargoes, export or import bans;
- c) natural disasters and pandemics, resulting in large-scale disruptions to public order;
- d) government measures, including the freezing of assets, the closure of borders or restrictions on transport or communications.

In any event, the following shall not be regarded as force majeure on the part of the Other Party:

- a) staff shortages, strikes, staff illness,
- b) shortcomings on the part of the Other Party's staff,
- c) delayed delivery or unsuitability of goods required for the performance of the services,
- d) shortage of raw materials,
- e) liquidity or solvency problems on the part of the Other Party,
- f) failure by suppliers or any engaged third party to fulfil their obligations.

6.8 The party invoking force majeure shall notify the other party thereof in writing without delay, specifying the nature, cause, expected duration and consequences of the force majeure situation.

6.9 In the event of a situation of force majeure, the affected party's obligations shall be suspended for the duration of the force majeure situation, without either party being liable to pay compensation. If the force majeure situation continues for more than thirty (30) days, either party shall be entitled to terminate the agreement in whole or in part, without incurring any liability for compensation.

Article 7. Insurance

7.1 On entering into the agreement with ANWB the Other Party undertakes to sufficiently insure and to keep insured its liability obligations in pursuance of the law for property damage, personal injury and net material loss, and furthermore to insure and to keep insured all insurable risks in its business operations under normal conditions. The Other Party will ensure insurance cover of at least €1,000,000.

7.2 On ANWB's request the Other Party will immediately produce the policies and proofs of premium payment (or certified copies thereof). The Other Party will not terminate the insurance agreement or agreements, or the conditions under which these are entered into, or change or lower the insured amount or amounts to the detriment of ANWB, without the prior written permission of ANWB. The insurance premiums payable by the Other Party will be considered to be included in the agreed prices and fees.

Article 8. Confidentiality

8.1 The Other Party undertakes to observe strict confidentiality in respect of all information concerning ANWB and the product or service to be provided, including but not restricted to the content of the agreement, correspondence, knowhow, information files, drawings, models, electronic information and other data carriers and ideas supplied both verbally and in writing to the Other Party (hereinafter referred to as 'the Data'). The Other Party undertakes to not make the Data available to third parties, nor to make known to its personnel more than is strictly necessary for carrying out the agreed performance, except with the prior written permission of ANWB. This prohibition does not apply insofar as the provision of Data is necessary in connection with the implementation of the agreement between the parties or if and insofar as the Other Party is obliged to disclose this Data in pursuance of any statutory provision or at the request of any supervisory or regulatory body to whose authority the Contracted Party is subject. The Other Party will also oblige its personnel in writing to observe these confidentiality provisions. In the event that the Other Party acts in contravention of this provision, the Other Party must pay to ANWB an immediately claimable penalty of €25,000 per incidence without a prior warning or notice of default being required. This penalty does not affect the other rights of ANWB, including the right to full compensation.

8.2 The duty of confidentiality continues for an indefinite period after the end of the Agreement or the delivery of the product or service.

8.3 The Other Party undertakes not to make any copies, extracts or annotations of Data or to record or capture the Data in any other way without the express written permission of ANWB.

8.4 After the termination of the agreement, and also immediately on ANWB's first request, the Other Party will return all Data and destroy all copies, extracts or annotations that have been made of the Data, or surrender these to ANWB.

8.5 The Other Party indemnifies ANWB against all claims of third parties that may arise from the unauthorised use of the Data by the Other Party or persons of whose services it makes use in the implementation of the agreement with ANWB.

8.6 Data that ANWB has provided to the Other Party for the purpose of processing shall remain the property of ANWB and/or its clients. The Other Party may use the Data solely for the purpose of performing the Agreement. The Other Party may not use the Data for any other purpose, including, but not confined to, the direct or indirect training, testing, improvement or development of AI systems. The Other Party is not permitted to use any AI system for the purpose of implementing the Agreement, unless ANWB has given its prior written consent thereto..

- 8.7 The Other Party shall store the Data made available to it by ANWB and/or its clients under the agreement with ANWB in such a way that the data and files of the Other Party's various clients can be logically separated and that the separate disclosure of information to the various clients is ensured.
- 8.8 The Other Party shall notify ANWB immediately, and no later than 24 hours after discovery, of any suspected or other security incident that affects the confidentiality, integrity or availability of ANWB systems or ANWB data, regardless of whether personal data is involved. The Other Party shall provide ANWB with all reasonable cooperation and assistance required for investigation, containment and remediation, including access to relevant logging and forensic data.
- 8.9 In the event of the processing of personal data, the Other Party undertakes that it will act in accordance with the applicable privacy legislation and regulations, including but not restricted to the General Data Protection Regulation. In connection with the processing of personal data that the Other Party carries out as the 'Processor' for ANWB as the 'Data Controller', the parties will establish their mutual rights and duties in a Data Processing Agreement.
- 8.10 The Other Party will ensure that its privacy statement explains what personal data it processes in a concise, transparent, comprehensible form that is easily accessible to the Data Subject.
- 8.11 The Other Party will at all times ensure sufficient appropriate technical and organisational measures in connection with the securing of the personal data against loss, deletion and modification, or against any form of unlawful processing thereof, regardless of its cause. Taking into account the state of the technology and the costs of implementation, these measures will guarantee an appropriate level of security, given the risks entailed by the processing and the nature of the data to be protected. The Other Party thereby undertakes to conform to the specific requirements that are specified in the security conditions agreed between the parties.
- 8.12 The Other Party will only use the personal data for the implementation of the agreement with ANWB, and will not retain them for longer than is necessary for that purpose. The Other Party is not permitted to use the personal data for any other purpose, such as the commercial use of the data, including marketing activities, in any way whatsoever. The Other Party is not permitted to provide the personal data to third parties that are not involved in the implementation of the agreement entered into between the parties, directly or otherwise, without the express written permission of ANWB.
- 8.13 The Other Party shall notify ANWB immediately, and no later than 48 hours after the first discovery, of all security breaches that have accidentally or unlawfully led to the deletion, amendment or unauthorised provision of or unauthorised access to personal data that it processes in the context of the implementation of the agreement with ANWB. The notification must be made to [data breaches.nl](https://data.breaches.nl). The responsibility for a possible notification of the supervisory body and/or data subjects lies with the Other Party.
- 8.14 The Other Party may process (personal) data in the European Economic Area (EEA) or a country that has been designated secure through a directive of the European Commission (EC). The processing of (personal) data or transfer to other countries is only permitted after ANWB has been informed of this in writing and there is considered to be an incidental transfer that complies with the conditions of article 49 of the GDPR, or the most recent model contract provisions of the European Commission for the transfer of personal data to third countries have been agreed and the necessary additional measures have been taken.
- 8.15 In the event that the Other Party acts in contravention of provisions 8.9 to 8.14, the Other Party will pay to ANWB an immediately claimable penalty of €25,000 per incidence without a prior warning or notice of default being required, without prejudice to the other rights of ANWB, including the right to compensation.

Article 9. Invoicing and payment

- 9.1 The invoice should be sent electronically to digitaal@anwb.nl.
- 9.2 ANWB requires that invoices should comply with any and all legal requirements in respect of applicable VAT legislation, and also in any event include the following details:
- Full business name and address, including the correct legal name of both the Other Party and the ANWB entity conducting the purchase
 - ANWB reference (Purchase Order number, cost centre number, and/or project code)
 - A clear description, the number and the price per unit of the goods and/or services supplied
 - Applicable VAT rate and/or applicable VAT regime (e.g. reverse charge, exempt)
 - In the case of international purchase invoices: on ANWB's request the relevant details of the various types of packaging materials used/supplied, including associated weights, and in the case of import country of origin of goods and customs goods classification.
- The detailed invoicing requirements are available on ANWB.nl under [Zaken doen met ANWB](#).
- 9.3 Unless expressly agreed otherwise in writing, payment will be made by ANWB 30 days after delivery, receipt and approval by ANWB of the goods or services supplied, or if the invoice is sent later, 30 days after receipt of the invoice.
- 9.4 In the case of a credit note, the invoice this concerns, the reason for crediting and the crediting/correction that is made must be clearly stated. All credit notes must be provided to ANWB within two weeks of ANWB and the Other Party having established that a credit note is justified.

- 9.5 Invoices that fail to meet the requirements specified by ANWB in advance will not be accepted for processing. ANWB will inform the Other Party of any missing details and request that they be provided. ANWB will accept the invoice for processing after these missing details are provided. The payment period of 30 days shall apply from that time.
- 9.6 ANWB is not obliged to pay invoices that, for whatever reason, are received by ANWB for payment more than six months after the date of actual delivery or service provision.
- 9.7 The rights of ANWB of suspension, settlement or discount, or other rights that arise from these general purchase conditions, apply in full to the provisions of this article. In deviation from the legal regulations, ANWB is entitled to also charge, besides its own claims on the Other Party, the claims of group companies of ANWB, regardless of the legal basis thereof.
- 9.8 Payment never entails any waiving of rights.
- 9.9 Non-payment by ANWB of an invoice on the ground of presumed incorrectness shall not entitle the Other Party to suspend or terminate its obligations under the Agreement.
- 9.10 If ANWB has failed to pay an invoice within the agreed payment period without valid reason, the Other Party will send ANWB a payment reminder after this period has expired, specifying a reasonable deadline for payment. If payment is still not forthcoming within that period, ANWB will be liable for payment of the statutory interest referred to in Article 6:119b of the Dutch Civil Code.

Article 10. Benchmarking

- 10.1 ANWB reserves the right to investigate the fees for the services or the prices of the products provided at any time. If the result of the investigation gives reason for this then ANWB will consult with the Other Party to amend the fees or prices. If the parties do not reach agreement on the new fees or prices, then ANWB is entitled to terminate the agreement.

Article 11. Outsourcing and Transfer to Third Parties

- 11.1 The Other Party may only engage third parties with the prior written consent of ANWB.
- 11.2 Notwithstanding any consent granted, the Other Party shall at all times remain responsible and liable for the work carried out by third parties engaged by it.
- 11.3 The Other Party shall ensure that any third party engaged by it will comply at all times with the applicable laws and regulations and with the relevant obligations to which the Other Party is subject. In this regard, the Other Party shall in any event ensure that:
- a) third parties shall grant ANWB and the competent authorities at least the same audit, information and access rights as the Other Party itself; and
 - b) third parties shall comply with obligations comparable to those of the Other Party with regard to (a) the availability, authenticity, integrity and confidentiality of Data, (b) access to, recovery of and return of Data, and (c) IT security
- 11.4 ANWB is entitled to transfer any obligation or right arising for it from the agreement between ANWB and the Other Party to a 100% subsidiary company of ANWB.
- 11.5 The Other Party is not entitled to transfer any obligation or right arising for it from the agreement between ANWB and the Other Party to a third party, unless ANWB has given prior written permission for this.
- 11.6 Regardless of the stated permission as referred to in article 11.2, the Other Party remains fully responsible and liable in respect of ANWB in connection with all that arises from the transferred obligation.

Article 12. Reputation of ANWB

- 12.1 The reputation of ANWB as a reliable and professional party with a high social standing is extremely important. This reputation must be protected and enhanced by impeccable, professional behaviour in accordance with the ANWB Code of Conduct for Suppliers. This code of conduct is available at ANWB.nl ([Zaken doen met ANWB](#)).
- 12.2 ANWB requires of the Other Party that it acts in accordance with the reputation, image and product standards of ANWB, including the code of conduct stated in article 12.1, and that it accepts shared responsibility for maintaining and enhancing this reputation.

Article 13. Corporate sustainability

- 13.1 ANWB aims to reduce its negative impact on nature and the environment, especially by reducing its CO2 footprint, using more renewable raw materials, extending the lifespan of products and recycling waste as much as possible. ANWB also aims to increase its positive impact on people and society by promoting traffic safety, health, inclusive and affordable mobility and the spreading of crowding in traffic and at tourist destinations. The Other Party is aware that ANWB finds sustainability important and aims to make its business operations and services more sustainable every year. The Other Party is prepared to cooperate and work together with ANWB with a view to achieving these ambitions.

- 13.2 The Other Party accepts that it is responsible for the impact of its activities on nature, people and society. The Other Party pursues its own sustainability policy and takes concrete steps to improve the sustainability of its own business operations and those of its own supplier chain.
- 13.3 ANWB and the Other Party will regularly inform each other of the results achieved in connection with sustainability and the opportunities to further improve this. The Other Party will constructively share ideas with ANWB on how the sustainability of the business operations and of ANWB products and services can be further improved. ANWB is always open to suggestions from the Other Party.
- 13.4 The Other Party is responsible for it and/or its employees not acting in contravention of the applicable legislation and regulations in the context of its business operations.
- 13.5 The Other Party, its employees and any persons/third parties engaged by it with the written permission of ANWB are obliged to comply with the legal health, safety and environmental regulations. The consequences of violating any legal regulation in the context of the implementation of the agreement are entirely at the Other Party's expense and risk.
- 13.6 The Other Party, its employees and any persons/third parties engaged by it with the written permission of ANWB are obliged to strictly abide by ANWB's internal company rules in the fields of health, safety and the environment or otherwise.
- 13.7 The Other Party guarantees that none of products or services supplied by it to ANWB are produced or enhanced with the use of forced or child labour as defined in ILO resolutions 29, 105, 182, ISO 26000, SA 8000 and elsewhere.
- 13.8 The parties will neither offer to each other or to third parties, nor request, accept or approve, for themselves or for any other party, any donation, remuneration, compensation or profit of whatever nature that can be interpreted as an unlawful practice.
- 13.9 The Other Party will inform ANWB in writing before the first delivery of goods and/or services if materials or products are used of which the Other Party may suppose that they, possibly in combination with other products or materials, present a danger to people, property or the environment and/or if the use of items made known to the Other Party results in waste materials or if the items themselves form waste products to which legal measures are in force in respect of their disposal and/or processing. In such cases ANWB is entitled to cancel orders that have been made free of charge.
- 13.10 If the Other Party does not act in accordance with the provisions of this article, or a suspicion of this exists, on the grounds of reports of the Other Party and/or through external signals from other social organisations, ANWB will take actions, in ascending order:
- request an explanation, additional reports and/or intended actions from the Other Party;
 - seek external advice;
 - institute its own investigation, with the use of an external party or otherwise;
 - act as in the event of an attributable shortcoming (see article 6 and article 15).

Article 14. Management information

- 14.1 On ANWB's first request the Other Party will make the reports that are usual in the service provision available, unless agreed otherwise.

Article 15. Termination of the agreement

- 15.1 ANWB is entitled to terminate the agreement or agreements with immediate effect if:
- The Other Party does not comply with any of its obligations arising from the agreement or agreements, or does not do so properly or in a timely manner, after ANWB has given the Other Party notice of default, whereby a reasonable period for compliance is granted. Notice of default is not required if a strict deadline applies to compliance, compliance is permanently impossible or if it must be inferred from a statement of or the attitude of the Other Party that it will fail in its compliance with its obligations.
 - The Other Party is in a state of bankruptcy, suspension of payment has been applied for or any part of the assets of the Other Party have been sequestered;
 - The Other Party discontinues its activities, it transfers all or part of its activities to others, it alters its judicial identity or it alters the effective control within the Other Party;
 - Other Party causes reputational damage to ANWB, or there is a realistic possibility that this will occur;
 - The Other Party features on the Dutch or international list of terrorists and/or the European or international sanctions list and/or another 'wanted list'.
- 15.2 In that case termination of the agreement or agreements will take place by means of a signed written declaration to this effect by ANWB.

Article 16. Consequences of termination of the agreement

- 16.1 Obligations that by their nature are intended to also continue to apply after the Agreement has been terminated will continue to apply after this Agreement has been terminated. These obligations include: guarantees (article 19), liability (article 6, intellectual property rights (article 5) confidentiality and privacy (article 8) and applicable law and choice of forum (article 22).

16.2 Termination of the agreement shall be without prejudice to ANWB's right to compensation on account of attributable failures on the part of the Other Party.

Article 17. Delivery of goods and services

17.1 Delivery by the Other Party will take place at the place and time stated in the Order and DDP ('Delivered Duty Paid', Incoterms 2020, International Chamber of Commerce) unless expressly agreed otherwise by the Parties.

17.2 In the event that the Parties have agreed a time of delivery of the provision of services then this time applies as a strict deadline. If the Other Party does not deliver the goods or provide the services, or does not do so in a timely manner or at the agreed location, then the Other Party is in default by operation of law without further notice of default being required. ANWB is entitled to terminate the Agreement, without prejudice to ANWB's right to reimbursement of the damage suffered.

17.3 In the event that the Parties have not agreed on an exact time of delivery or the provision of services then ANWB will first give the Other Party written notice of default and grant it a reasonable period to nevertheless comply with its obligations under the terms of the Agreement. If the Other Party remains in default, then ANWB is entitled to terminate the Agreement, without prejudice to ANWB's right to reimbursement of the damage suffered.

17.4 If delivery in phases has been agreed and the Other Party is in default in respect of the delivery of a phase, then article 17.2 applies correspondingly, and furthermore ANWB is entitled to cancel future deliveries, regardless of whether these future deliveries arise from the same or from another agreement.

17.5 If and insofar as circumstances arise or can be foreseen due to which the Other Party cannot fulfil its obligations, or cannot do so in good time, then the Other Party is obliged to inform ANWB of this immediately in writing, stating the nature of the circumstances, the measures taken by it and the expected duration of the delay, failing which it can no longer invoke these circumstances. In that case ANWB will investigate whether it can make a further arrangement with the Other Party in this respect. The provisions in this respect in articles 17.2, 17.3, and 17.4 apply to the foregoing in full.

17.6 Delivery must take place in the manner stated in the Order or otherwise agreed, in sound packaging and in the agreed units, numbers and dimensions.

17.7 The goods to be delivered may not be packaged in packaging that, assessed in accordance with the state of scientific knowledge at the time of delivery, is or could be presumed to be detrimental to the environment or could constitute a threat to safety, wellbeing or health in another way.

17.8 The Other Party guarantees that the applicable Dutch and European/international legislation and regulations have been adhered to in respect of the transport and packaging of the items supplied.

17.9 On ANWB's request the Other Party will remove the packaging material used by it in a responsible manner, without making a charge for this.

17.10 Packaging will not be returned by ANWB.

Article 18. Ownership and risk

18.1 The ownership and the risk of the goods or services supplied is transferred to ANWB at the time of delivery and with the approval of ANWB by a person duly authorised for this purpose.

18.2 The other party warrants that, at the time of transfer of ownership, the delivered goods are free from all liens, pledges, security interests, retention of title, or other third-party claims, and are freely transferable.

18.3 If ANWB rejects the delivered goods (in whole or in part) due to nonconformity or damage, ownership and risk thereof shall remain entirely with the Other Party, regardless of whether ANWB has physically received or temporarily stored the goods.

Article 19. Guarantees

19.1 The Other Party guarantees the soundness and the agreed quality of the goods or services supplied, and that the goods or services supplied fulfil the normal standards of utility, safety and lifespan, the agreed specifications and qualifications, are free of design, production and/or material faults and are suitable for the purpose for which they are intended.

19.2 The Other Party guarantees that the services will be provided in a competent manner, and that it will make use of skilled, experienced and competent persons in the implementation of the agreement, as well as of adequate goods that fulfil the requirements that can reasonably be placed upon them, or the requirements set by ANWB.

19.3 The Other Party guarantees that the goods or services supplied fulfil all relevant statutory provisions such as those with regard to quality, the environment, health and safety, among others.

- 19.4 The Other Party will supply the goods or services with proper directions for use, maintenance and/or operating instructions or other accompanying or legally required documents in the Dutch language, even if this has not been explicitly agreed.
- 19.5 The Other Party guarantees that the personnel of the Other Party and/or third parties engaged by the Other Party will comply with the agreed quality in respect of training, expertise and experience.
- 19.6 The Other Party guarantees that it can supply components and can carry out maintenance in respect of the goods or services supplied until 10 years after the purchase.
- 19.7 If the parties have not agreed on a guarantee period, then the guarantee period will be 24 months after the date of delivery or commissioning, or the date on which the service is provided. For items that are intended to be incorporated in installations or systems (including software) the guarantee period only commences at the time of delivery or commissioning of those installations or systems, subject to the proviso that the guarantee period ends no later than 30 months after delivery of the items.
- 19.8 The guarantee period will be extended by the period in which the delivery has not complied with the provisions of articles 19.1 to 19.3 of these general terms and conditions. A full guarantee period equal to the agreed period or the period that applies in pursuance of these terms and conditions applies to parts of a delivery replaced, repaired or performed again.
- 19.9 The Other Party warrants that all goods to be supplied, including the accompanying documentation, where applicable, shall comply with Regulation (EU) 2023/1542 of 12 July 2023 concerning batteries and waste batteries.
- 19.10 The Other Party warrants that the items supplied, where applicable, shall comply with Regulation (EU) 2024/2847 (Cyber Resilience Act).

Article 20. Shortcoming

- 20.1 If the Other Party is remiss in its compliance with its obligations, then ANWB can declare it to be in default, whereby the Other Party will be granted a reasonable period for compliance. In the continued absence of compliance the Other Party is in default. Notice of default is not required if a strict deadline applies to compliance, or if it must be inferred from a statement of or the attitude of the Other Party that it will fail in its compliance with its obligations.
- 20.2 If and insofar as the goods or services supplied do not comply with that which has been agreed, ANWB is entitled to return the defective and/or damaged goods or services supplied at the Other Party's cost and risk.
- 20.3 If the Other Party does not replace, supplement or carry out the defective and/or damaged goods or services supplied with sound goods or services or undamaged goods within five working days of this being reported by ANWB, then ANWB has, at its discretion, an entitlement to a reduction of the purchase price, the right to terminate the agreement, or to have the services provided by a third party at the Other Party's cost and risk, without prejudice to its right to compensation. In that case ANWB is entitled to cancel agreed future goods and/or services, without being liable to pay compensation to the Other Party. If a period of five working days proves to be unreasonable, the parties will determine otherwise in consultation.

Article 21. Services for financial service providers

- 21.1 ANWB provides services and/or performs activities on the basis of mediation and outsourcing agreements for its subsidiary companies and nonlife insurers Reis- en Rechtshulp N.V. and UVM Verzekeringsmaatschappij N.V. (UVM) as well as other financial service providers.
- 21.2 These financial service providers are under the supervision of De Nederlandsche Bank (DNB) and/or the Dutch Authority for the Financial Markets (AFM), and must comply with, inter alia:
- a) the Dutch Financial Supervision Act (Wft),
 - b) the Dutch Sanctions Act (Sanctiewet),
 - c) the Dutch Money Laundering and Terrorist Financing (Prevention) Act (Wet ter voorkoming van Witwassen en financieren terrorisme (Wwft)),
 - d) the Solvency II-Directive and further regulations based thereon,
 - e) Digital Operational Resilience Act (DORA),
 - f) Other relevant supervisory regulations as these apply at any given time.
- 21.3 Insofar as the Other Party's activities relate, whether wholly or in part, to services provided by ANWB to financial service providers, the Other Party is obliged:
- a) to perform its work in accordance with the supervisory frameworks mentioned above;
 - b) to take all relevant organizational, administrative, technical and security measures that are necessary for controlled and ethical implementation of its operations;
 - c) to provide complete and timely information to ANWB and – where required- to the relevant financial service providers and supervisory authorities;
 - d) to inform ANWB of incidents, including security incidents and data breaches, in accordance with the agreed deadlines.

21.4 The Other Party shall grant ANWB, the financial service providers on whose behalf ANWB acts, and supervisory authorities including DNB and the AFM:

- a) access to all information necessary for the purposes of supervision or investigation;
- b) access to relevant business spaces and systems, if necessary for the purposes of supervision, verification or audit;
- c) the right to carry out audits or have audits performed by an external auditor.

21.5 If a supervisory authority requests information from the Other Party concerning activities that relate, whether wholly or in part, to the services provided by ANWB, the Other Party shall provide this information immediately and directly to the supervisory authority, whilst simultaneously providing a copy to ANWB and, where applicable, the financial services provider concerned.

21.6 If the Other Party subcontracts work, it shall impose the obligations set out in this article in full and in writing on its subcontractors, including the obligations arising from the supervisory frameworks referred to in Article 21.2. This obligation is in accordance with the requirements of the service providers concerned.

Article 22. Applicable law and choice of forum

22.1 All agreements between ANWB and the Other Party are governed by the laws of the Netherlands. The Vienna Sales Convention is expressly excluded. Other non-Dutch legislation and conventions are expressly excluded, insofar as these are not mandatory in nature.

22.2 All disputes that may arise between ANWB and the Other Party in connection with requests, offers and agreements, or further agreements and other actions in connection with the foregoing (though not exclusively), unlawful actions, undue payments and unjustified enrichments will be exclusively settled by the court of competent jurisdiction in The Hague.

II SPECIFIC PROVISIONS RELATING TO THE DEPLOYMENT OF STAFF TO PROVIDE SERVICES

Articles 23 to 27, inclusive, of these terms and conditions, as well as the general provisions contained in Section I, are applicable to agreements under which the Other Party provides services for ANWB.

These provisions apply in particular where:

- a) personnel or other employees of the Other Party perform activities on behalf of ANWB, including but not confined to secondment, placement, hiring in or consultancy or
- b) the Other Party performs activities on the basis of an hourly rate, daily rate or subsequent calculation; or
- c) The Other Party deploys employees (subordinates and non-subordinates) to carry out certain work, an assignment or project as laid down in the Agreement.

To the extent that a specific service does not fall within the scope of this chapter, the provisions of Chapter I shall continue to apply without prejudice.

Article 23. Price and payment of project hours

23.1 The provisions of this article apply if no fixed price (in accordance with article 2.5 of these terms and conditions) has been agreed for the implementation of a project.

23.2 Remuneration of working activities takes place on the basis of subsequent calculation, taking due regard of any maximum amount to be spent stated in the agreement. Invoicing will take place once per month, either on the basis of hours worked or on the basis of whole or half days worked (1 worked day = 8 worked hours).

23.3 ANWB is only liable to make payment for the time during which working activities for the benefit of ANWB are actually and demonstrably carried out and for which ANWB has issued instructions.

23.4 Travel expenses may only be charged to ANWB if this has been agreed in writing between the parties in advance and if ANWB has given a written instruction for a specific business trip to be undertaken.

23.5 An overtime payment or irregular hours allowance can only be charged to ANWB if the Other Party has provided the agreed services at ANWB's explicit request at unusual times, and after the Other Party and ANWB have made prior agreements in this respect.

Article 24. Additional or reduced work

24.1 The Other Party is only entitled to make changes or additions to the agreed working activities with the written approval of ANWB, by which is exclusively meant a written confirmation signed (or also signed) on behalf of ANWB by a person authorised for this purpose.

24.2 ANWB has the right to reduce or cancel the agreed-upon work, provided that timely written notice is given. In that case, the agreed-upon price will be adjusted based on the work that has not yet been performed, as well as the costs that the Other Party reasonably saves as a result of the reduction.

Article 25. Hiring liability and chain liability

- 25.1 The authority to give instructions and directions to its employees/auxiliary persons lies with the Other Party. If however it is agreed that these employees/auxiliary persons will carry out working activities under the leadership or supervision of ANWB, then for the duration of the agreement the Other Party must supply a report of a chartered accountant to ANWB once per end of quarter, showing that payable wage tax and social security premiums for the employees/auxiliary persons in question have been paid.
- 25.2 The Other Party is and shall remain, throughout the term of the Agreement, responsible and liable for the fulfilment of its obligations arising from tax and social security legislation. The Other Party will indemnify ANWB against any and all claims in this regard.
- 25.3 If the Other Party uses any third party for the purpose of implementation, the Other Party is obliged to impose corresponding obligations on these third parties as stipulated in this article.
- 25.4 A report of a chartered accountant as stated in this article must in any event contain the following elements:
- a) that the employees/auxiliary persons appear in the payroll administration of the Other Party;
 - b) that the deductions and payments in respect of wage tax and social security premiums have been **made correctly**;
 - c) that the payment hereof has taken place in good time in the relevant quarter.
- 25.5 ANWB may, in cases to be determined by it, pay a (discharging) part of the agreed price to a blocked account. The Other Party is then obliged to cooperate in this respect and to use a blocked account. This part will concern the amount for which ANWB is severally liable in pursuance of the Chain Liability Act or other regulations. The Other Party will indemnify ANWB against claims of the Tax Authority in this respect.

Article 26. Waadi (Workers Allocation by Intermediaries Act)

- 26.1 In the event of the provision of personnel – commercially or otherwise – by the Other Party to ANWB, the Other Party will comply with the obligation of registration in the register of companies of the Chamber of Commerce in accordance with the Dutch Posting of Workers by Intermediaries Act (Dutch: ‘Waadi’). The Other Party indemnifies ANWB against any penalties or other measures that are imposed upon ANWB as a consequence of the noncompliance by the Other Party with its obligations in pursuance of the Posting of Workers by Intermediaries Act.

Article 27. Replacement of employees

- 27.1 If the employee in question, in ANWB’s opinion:
- a) does not fit in with the team;
 - b) is not sufficiently competent; and/or
 - c) is not adequately trained,
- then on ANWB’s request the Other Party will arrange for the replacement of this employee by an equivalent employee in the shortest possible period, but no later than within 20 working days of ANWB’s request. In the event of a situation as referred to under (b) and/or (c), ANWB shall not be liable for payment for the work performed by the employee to be replaced, and the costs of knowledge transfer to said employee shall be borne by the Other Party.
- 27.2 In the event of illness, suspension or dismissal the Other Party will ensure the adequate replacement of the employee. If the progress of a project necessitates earlier replacement, then the Other Party will arrange for replacement on ANWB’s first request.
- 27.3 In the event of dismissal with immediate effect the Other Party will report this to ANWB immediately.
- 27.4 Days of leave and public holidays will be at the expense of the Other Party. Days of leave can only be taken up by employees of the Other Party with the prior permission of ANWB.
- 27.5 Without prejudice to the foregoing provisions, the Other Party will only replace employees if ANWB agrees to in this in writing. In the event of a replacement initiated by the Other Party the first five working days will be designated as an induction period, for which ANWB is not liable to make any payment.