



BUS & COACH

VDL BUS & COACH GENERAL PURCHASE CONDITIONS

1 DEFINITIONS

- 1.1 Unless it is obvious from the context of this text that something else is being referred to, the terms given below have the following meaning:

Commissioning party	VDL Bus & Coach BV in Valkenswaard, the Netherlands, registered in the trade register of the Chamber of Commerce for Brabant in Eindhoven, under the number 17064837 and VAT number NL 009104070B01, including all the current and future companies of VDL Bus & Coach BV.
Supplier	The other party in relation to VDL Bus & Coach BV.
Parties	The commissioning party and the supplier.
Goods	One or more items, including parts, accessories, services and/or components thereof, which are supplied to the commissioning party by the supplier.
Written documents	In these General Purchase Conditions, electronic data and faxes are considered to be written documents. Electronic data is understood to be messages sent via e-mail and the Internet.
Quotation	A written offer issued by the supplier to supply a certain quantity of goods at a certain price.
Order	The assignment to supply goods or acceptance of the supplier's quotation by the commissioning party. The order leads to an agreement provided it is entered into by an authorized person on behalf of the commissioning party.
Agreement	All the agreements entered into and recorded in writing between the commissioning party and the supplier concerning the delivery of goods.
Delivery	The placing of one or more goods in the possession of or under the authority of the commissioning party and/or possibly the installation and assembly of these goods under any title.
On-demand delivery contract	An agreement where fixed quantities of goods are ordered as required by the commissioning party and delivered by the supplier at a predetermined price under predetermined conditions.
Consignment on approval or trial consignment	An agreement between the supplier and the commissioning party where the supplier makes goods available free of charge for a period of time agreed in writing and where the commissioning party acts as the inspection or testing party.

2 APPLICABILITY

- 2.1 These General Purchase Conditions are applicable to all quotation requests, orders and agreements concerning the delivery of goods, as stated in article 1, section 1.4, involving the commissioning party.
- 2.2 Any general conditions issued by the supplier are explicitly rejected.
- 2.3 Unless otherwise agreed, all alterations or amendments to our General Purchase Conditions require the explicit written approval of the commissioning party and are only applicable to the quotation or agreement concerned for which the alterations or amendments have been agreed.

3 QUOTATIONS AND ENTERING INTO AN AGREEMENT

- 3.1 Requests for a quotation do not commit the commissioning party to anything and every quotation issued by the supplier is made free of obligation.
- 3.2 Quotations issued to the commissioning party by the supplier are considered to be binding for a period of at least three months after the date of issue, unless otherwise agreed by the parties.
- 3.3 The costs related to the quotation and those of any necessary samples are to be met by the supplier.
- 3.4 If a written order results from a quotation issued by the supplier, then the agreement will come into force at the moment that the order is sent by the commissioning party.
- 3.5 For on-demand delivery contracts, the agreement for (partial) delivery comes into force at the moment that the order for a (partial) delivery within the scope of the on-demand delivery contract is sent by the commissioning party. The parties can also prove that an agreement has come into force through other means.
- 3.6 The moulds, templates, shapes, stamps, models, diagrams, specifications, instructions, inspection instructions, etc. remain the property of the commissioning party and must be returned to the commissioning party by the supplier at the first request by the commissioning party to do so. The commissioning party maintains all the rights concerning the intellectual property relating to these items and the supplier is obliged to keep these items separate from items which belong to the supplier or third parties and to make them recognizable as being the property of the commissioning party.
- 3.7 The items issued by or on account of the commissioning party stated in article 3.6 may not in any way whatsoever be reproduced in whole or in part, disclosed, made available to third parties or used in any other way without the explicit written permission to do so by the commissioning party.
- 3.8 The supplier vouches for the information, specifications, calculations, etc. issued by him and indemnifies the commissioning party against any claims made by third parties based on an infringement of rights which results from the issuing of such information.

4 PRICES

- 4.1 Unless otherwise agreed in writing by the parties, all the prices stated in an agreement are binding, exclude VAT, are based on the DDP (Delivered Duty Paid) Incoterms 2010 delivery conditions, at an agreed delivery location.

5 DELIVERY PERIOD

- 5.1 The supplier is obliged to deliver the order within the agreed time period(s).
- 5.2 The commissioning party has the right to extend the delivery period. In that case, the supplier will suitably store, secure and insure the goods. The commissioning party may only be charged any additional costs which may be incurred as a result of this after consultation.

6 DELIVERY

- 6.1 Unless otherwise agreed in writing by the parties, deliveries are based on the DDP (Delivered Duty Paid) Incoterms 2010 delivery conditions, as drawn up and published by the International Chamber of Commerce (ICC), and are to be made at the agreed delivery location, at the agreed time of delivery or within the agreed time period.

7 PACKAGING AND SHIPMENT

- 7.1 Goods must be suitably and appropriately packed and possibly marked with additional instructions provided by the commissioning party, so that they can reach the destination in a good condition and so that they can be correctly received at this destination.
- 7.2 A packing list must be included with the goods to be delivered. The packing list must state the ordering party, the specified order number, the commissioning party's item number(s), the number of items and the correct description(s) of the commissioning party's item(s).
- 7.3 All the packaging, with the exception of returnable packaging, becomes the property of the commissioning party on delivery, unless the commissioning party forgoes this right. The costs for return shipments of packaging or returnable packaging are to be met by the supplier.
- 7.4 Returnable packaging will be returned by the commissioning party within a reasonable time period at the cost and risk of the supplier for the full crediting of the amount that the commissioning party is charged by the supplier for the packaging.

8 QUALITY

- 8.1 If ISO 9001: 2000 or similar certification is obtained, the supplier will permit the commissioning party to inspect the supplier's procedures regarding quality control. The supplier will do everything possible, within reason, to continue to meet the relevant standards.
- 8.2 An assessment of the goods or their approval or rejection does not affect the commissioning party's right to make a claim and has no consequence for the applicability of warranties or for the supplier's liability on account of the agreement.

9 INSPECTION AND ASSESSMENT

- 9.1 The costs of inspection and/or assessment are to be met by the supplier.
- 9.2 If, as a result of inspection and/or assessment, goods are rejected, either in part or in whole, during or after delivery, the commissioning party will notify the supplier of this in writing.
- 9.3 In the event of rejection of the goods during or after delivery, the ownership and risk of the rejected goods will be transferred to the supplier from the date of issue of the notification stated in article 9.2.
- 9.4 Before delivery, the commissioning party has the right to inspect (or have this done on its behalf) and/or assess (or have this done on its behalf) the goods and/or services at any time during production, processing or storage.
- 9.5 If the goods, regardless of the results of any test and/or inspection, do not appear to meet the product specifications, the supplier will, at the first request, repair or replace the goods, the choice of which is to be taken by the commissioning party, and the cost of this is to be met by the supplier. The original delivery time will remain in force, unless agreed otherwise in writing by the parties.
- 9.6 In the event that the commissioning party rejects the delivered goods, the supplier will have the opportunity and the obligation to ensure the repair or the replacement of the delivered goods within five working days. If the supplier does not meet its obligation within the stated time period, the commissioning party is authorized to purchase the required goods from a third party or to take measures (or have them taken on its behalf) regarding the situation, at the risk of the supplier. Such action will not affect the right to claim damages.
- 9.7 Built-in goods which malfunction or do not function at all during use within the agreed warranty period will be replaced or repaired and the cost of this is to be met by the supplier.

10 INVOICING AND PAYMENT

- 10.1 The supplier must state the name of the person placing the order, the specified order number, the commissioning party's item numbers, the weight, the number of items, the correct description(s) and the agreed price for the items on the invoice. Invoices which do not meet these requirements will be returned to the supplier by the commissioning party with the request to include the missing details.
- 10.2 Payment for the supplied goods will take place within the agreed payment period. If a payment period has not been agreed, the commissioning party will pay the invoice for the delivered goods 30 days after the end of the month of receipt of the invoice provided that the delivery and the invoice have been approved.
- 10.3 In the case of an advance payment, the commissioning party is authorized to demand, besides or instead of the transfer of ownership, that the supplier issues an unconditional and





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irrevocable bank guarantee for the sum of the invoice with a bank which is acceptable to the commissioning party to ensure that the supplier will meet its obligations.

11 CONFIDENTIALITY

- 11.1 The supplier is obliged to keep confidential all information, in the broadest sense of the word, which has come to its knowledge or which it has obtained from the commissioning party.
- 11.2 The supplier guarantees that all of its employees and any third parties whose services it calls upon will also observe a similar duty of confidentiality. This duty of confidentiality will be applicable for the duration of this agreement, as well as after the termination of the agreement.
- 11.3 The supplier will not make any statements in publications or advertisements regarding this agreement and/or its contents without explicit permission to do so from the commissioning party.

12 TRANSFER, OUTSOURCING

- 12.1 The supplier is not authorized to transfer any obligations which result from this agreement to third parties, either in part or in full, unless written permission has been given to do so by the commissioning party. The commissioning party has the right to attach conditions to this permission.
- 12.2 Regardless of the previously stated permission, the supplier remains fully liable with regard to the commissioning party relating to everything which results from the transfer of the obligations.

13 ORDER, SAFETY AND THE ENVIRONMENT

- 13.1 The supplier, its employees and any people/third parties whose services the supplier calls upon after receiving written permission to do so by the commissioning party is/are obliged to observe the legal health, safety and environmental regulations. The consequences of disregarding any of these regulations within the scope of meeting the requirements of this agreement are entirely for the account and at the risk of the supplier.
- 13.2 The supplier, its employees and any people/third parties whose services the supplier calls upon after receiving written permission to do so by the commissioning party is/are obliged to strictly observe the commissioning party's company rules and regulations regarding health, safety and the environment or any other company regulations.
- 13.3 The supplier declares that all the goods and products ordered by the commissioning party will be registered or pre-registered in accordance with the European REACH regulation on chemicals and their safe use. The supplier confirms that the goods which are supplied by the supplier will not contain any Substances of Very High Concern, as stated in chapter 14 of REACH.
- 13.4 As stated in article 13.3, the supplier will observe the European REACH regulation on chemicals and their safe use. If there are safety data sheets available for a product and/or packaging, then the supplier must hand these safety data sheets over to the commissioning party before delivery and also make them available to the commissioning party in a digital format.

14 OWNERSHIP AND RISK

- 14.1 Unless explicitly agreed otherwise in writing, the ownership and risk of the delivered goods is transferred to the commissioning party at the moment of delivery and the related acceptance. Exceptions form goods which are delivered based on consignment on approval or trial consignment.
- 14.2 The materials, diagrams, models, instructions, specifications and other accessories made available by the commissioning party or purchased or manufactured by the supplier for the account of the commissioning party, remain or become the property of the commissioning party under all circumstances.

15 LIABILITY

- 15.1 The supplier is liable for all damage which the commissioning party suffers as a result of the supplier being accountable for not observing, the non-timely observance of or not appropriately observing the conditions of the agreement or the breach of any other contractual or non-contractual obligations. The supplier will indemnify the commissioning party against every claim made by third parties regarding this.
- 15.2 The supplier will sufficiently insure itself on account of its liability by virtue of the law and/or the agreement towards the commissioning party (a minimum of € 2,500,000 per claim and € 5,000,000 annually) and remain insured and furthermore, insure itself and remain insured against all risks in its operational management which are insurable against normal conditions. At the request of the commissioning party, the supplier will immediately submit (an authenticated copy of) the insurance policies and proof of payment of the premiums.

16 WARRANTY

- 16.1 The supplier guarantees that the delivered goods and the possible installation/assembly of these fulfil what has been agreed, have the properties which were promised, are free of faults, are suitable for the intended purpose and meet the legal and other government regulations, including the European laws and legislation (REACH), as well as the highest levels of health, safety and environmental standards or certification used within the sector, as they apply at the time of delivery.
- 16.2 The supplier guarantees that all the components, accessories, tools, technical documentation, users instructions, instruction manuals, safety data sheets and other accessories which are necessary or specified for achieving the objective specified by the commissioning party are supplied, even if they have not been explicitly specified.
- 16.3 In the case that a warranty period has not been stipulated in the agreement, the supplier guarantees that the goods which the supplier delivers have a warranty period of twenty four (24) calendar months from the time of delivery of the vehicle to the first end user.
- 16.4 Goods which have been repaired or replaced under the conditions of the warranty receive a new warranty period of twenty four (24) months after delivery of the replaced or repaired goods.

- 16.5 If the supplier does not meet its obligations, does not meet them in time or does not meet them in accordance with the agreement, the commissioning party is entitled to have the required work carried out by third parties at the cost of the supplier, on the condition that the supplier is informed of this as soon as possible.

- 16.6 The supplier is obliged to keep spare parts of the goods in stock and to deliver them when required for the duration of the usual lifespan of the delivered goods of 15 years.

17 INDUSTRIAL AND/OR INTELLECTUAL PROPERTY

- 17.1 The supplier guarantees that the use, including resale, of the goods supplied by the supplier or of the accessories which the supplier has purchased or produced on behalf of the commissioning party will not infringe on any patent rights, trademark rights, model rights, copyrights or any other third party rights.
- 17.2 The supplier indemnifies the commissioning party against any claims arising from any infringement of the rights referred to in the preceding article and will compensate the commissioning party for any loss arising from any infringement.

18 TERMINATION

- 18.1 In the event that the supplier fails to fulfil any of its obligations arising from the agreement or from other ensuing agreements, or fails to do so properly or in good time, or if the supplier has gone bankrupt or has been granted a moratorium and in the event that the supplier's business is closed down, has gone into liquidation or has been taken over or is in a similar state, the supplier will be legally in default and the commissioning party will have the right to terminate all or part of the agreement unilaterally and immediately without notice of default and without judicial intervention by means of a written notification to the supplier and/or to suspend its payment obligations and/or to transfer the execution of the agreement entirely or partly to third parties, without the commissioning party being obliged to pay any compensation and without prejudice to any other rights to which the commissioning party might be entitled, including the right to submit a claim for full compensation.
- 18.2 Any claims which the commissioning party may have or acquire against the supplier in the situations referred to in the preceding article will be immediately due and payable in full.
- 18.3 If the supplier appeals for a non-accountable shortcoming, the commissioning party has the right to terminate the agreement in accordance with the conditions of this article.

19 FORCE MAJEURE

- 19.1 Neither of the parties is liable for any non-observance of obligations resulting from the agreement or for not observing any contractual time periods if this can be attributed to reasonably unforeseen circumstances which are outside of their control (force majeure).
- 19.2 A party that claims force majeure must inform the other party of this in writing as quickly as possible, stating the reason for this.
- 19.3 After receiving notification of force majeure, the other party can either terminate the agreement, in part or in its entirety, or suspend its own obligations, without being obliged to pay any damages.
- 19.4 The supplier cannot claim force majeure in the case of the non-timely delivery of materials, public facilities or services to itself or to its suppliers, a shortage of workers or liquid assets and/or a shortage of raw materials, strikes, labour unrest, absence through illness or the inability to work on the part of its employees or managers, revolt, transport problems, poor weather conditions, faults with communication lines, power cuts or similar calamities.

20 APPLICABLE LAW AND DISPUTES

- 20.1 Dutch law is applicable to all agreements between the supplier and the commissioning party.
- 20.2 The United Nations Convention on Contracts for the International Sale of Goods, agreed in Vienna on 11th April 1980 (also known as the Vienna Sales Convention) does not apply to these General Purchase Conditions, nor to the agreement or other agreements which result from or are related to this agreement.
- 20.3 Any disputes (including any disagreement which only one party considers to be a dispute) arising from this agreement or any agreements which result from this agreement between the parties will be placed before the court of the authorized judge in the district where the commissioning party is legally located.
The legal procedure will be held in Dutch.

21 FINAL CONDITIONS

- 21.1 The supplier (or its personnel) is not permitted to persuade employees of the commissioning party to do something, to make any promises or to persuade them to undertake similar actions for exchange of any form of reward or gift to that member of staff. If the supplier's employees act in conflict with this condition, the supplier will be liable to pay for damages suffered by the commissioning party equal to an amount which has been set for now as € 25,000 per breach without the need for a payment demand or any proof of default. The commissioning party's other rights will remain unimpeded.
- 21.2 In this article, an employee is understood to include persons, either in employment with one of the parties or not, who are in some way related to the parties.

