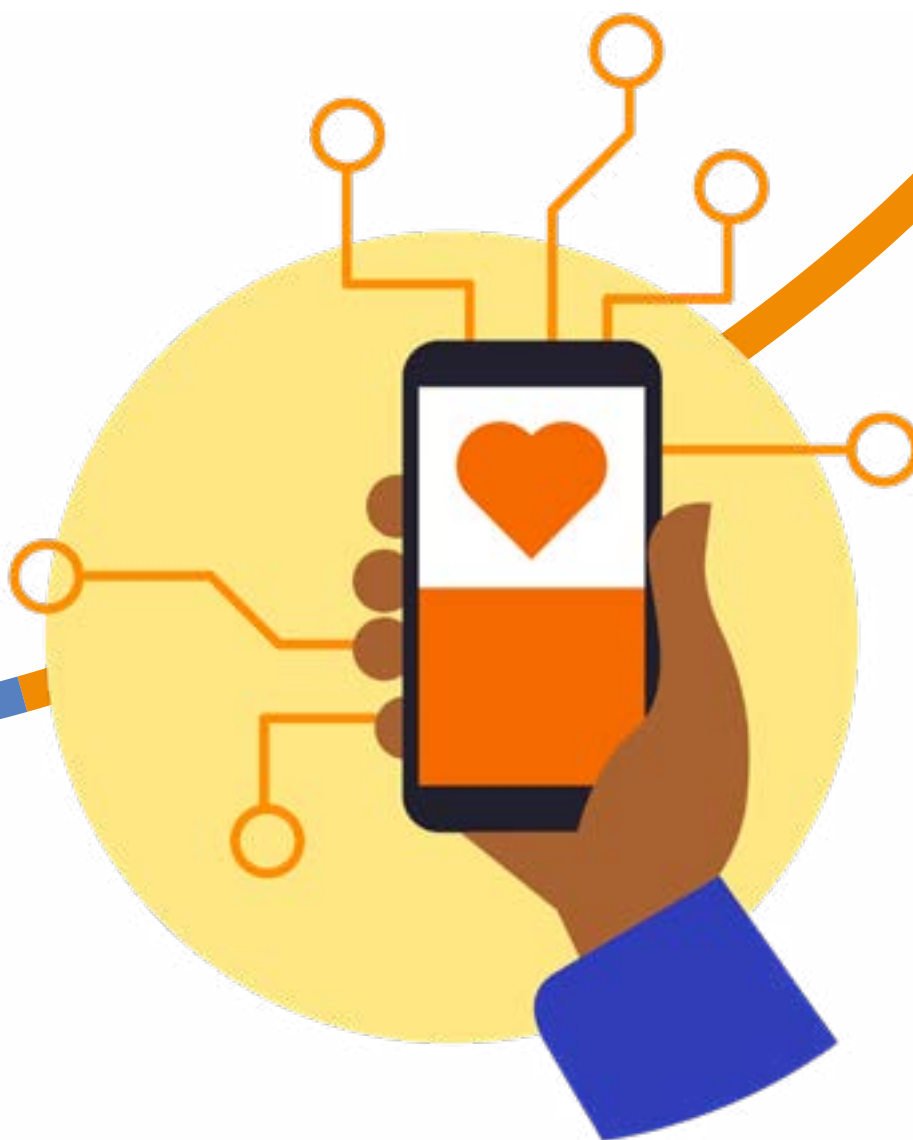


Welcome!

These are our purchasing terms and conditions for the provision of ICT services and products to PostNL.



PostNL is referred to as we or PostNL in these purchasing terms and conditions (T&C). The Supplier is referred to as you. We may have made other written agreements with you regarding the provision of ICT services and products, for example, in a procurement agreement. Those written agreements always take precedence over these T&C.

In these T&C

Chapter 1

About our
collaboration

Chapter 2

Delivery of
ICT services

Chapter 3

Requirements
for your
ICT services

Chapter 4

Price and
payment

Chapter 5

Legal
fineprint

+ [Annex 1](#): definitions used in these T&C.

About our collaboration

In this chapter

- How the agreement between us is established
- These T&C always apply
- What your quotations must include
- Placing orders electronically
- Confidentiality of and within our collaboration
- We both adhere to the PostNL Business Principles

Article 1

How the agreement between us is established

1. The Agreement between PostNL and you can be established in one of the following ways:
 - We accept your Quote in writing;
 - If no Quote is issued: we place a written order, and we receive written confirmation from you within 10 working days; or
 - we accept a Quote or place an oral order, and we can only be held to this if we receive written confirmation within 3 working days, and we do not dispute it.
2. By “in writing”, we mean a message sent by the authorized representatives of the respective party by post, email, or via the method we have agreed upon for placing electronic orders.

Article 2

These T&C always apply, unless we have made other written agreements

These T&C always apply

1. Our T&C apply to our collaboration with you, including your Quotes and Agreements that we enter into with you. Your general terms and conditions do not apply, even if you have included them, for example, in your Quote.

If agreements are void or annulled

2. If one or more agreements in our T&C are void or annulled, the other agreements remain in effect. We will both make an effort to replace the void or annulled agreements with an agreement that aligns as closely as possible with the intention of the original agreement.

Article 3

What your quotations must include

1. Your Quotations include at least:
 - your (company) name and place of business or residence;
 - a description of the Products and Services offered with the complete price;
 - the period during which the Quotation is valid; and
 - the location and time of delivery.

If you also deliver Products, you should specify any delivery costs.

2. You do not charge for Quotations unless we have made other written agreements.
3. Your price includes all costs, covering delivery costs, levies, or costs from third parties.

Article 4

Placing orders electronically

1. You ensure that we can place orders electronically. If this affects previously agreed conditions or prices, notify us, and we will discuss it together.
2. If we do not agree on the terms of electronic orders, we may terminate the Agreement. We will do this in writing with a notice period of one month.

Article 5

Confidentiality within our collaboration

This article in a nutshell



Safeguard confidential
information securely



Do not retain confidential
information longer than
necessary



Only distribute information
within your organization if
necessary for the delivery of
Products or Services



Do not share confidential
information with third
parties and impose
confidentiality on your
Employees

Our collaboration itself is confidential

1. You may not communicate anything about this partnership or mutual relationship without written permission from our Communications Department. Nor may you use PostNL's name, logo or corporate identity for advertising or other expressions without such permission.

You handle confidential information carefully

2. You ensure that confidential information remains confidential.
 Confidential information is any information that you know or reasonably suspect is not intended for third parties.
3. You treat all confidential information as confidential. In addition, you will do the following:
 - You take reasonable measures to secure and store confidential information;
 - You only distribute confidential information within your organization if necessary to perform (ICT) Services or deliver Products; and
 - You do not retain confidential information longer than necessary, in any case, not longer than the term of the Agreement or until full performance thereof. After that, you return the information to us or delete it if we have given permission. We may request evidence of destruction.

When confidentiality does not apply

4. The confidentiality obligation does not apply:
 - if the information has already been made public (without violating the confidentiality

Chapter 1

About our collaboration

Chapter 2

Delivery of ICT services

Chapter 3

Requirements for your ICT services

Chapter 4

Price and payment

Chapter 5

Legal fingerprint

obligation);

- to information that we have explicitly confirmed is not covered by the confidentiality obligation; or
- if the information is disclosed due to a legal obligation or order from a regulating authority or court.

Article 6

We both adhere to the PostNL Business Principles

In the Business Principles, you can find what we expect from everyone working with and for PostNL and what they can expect from us.

Key principles for our collaboration

Fair trade



Reliable



Respect and diversity



Socially responsible



View all our Business Principles [here](#)

Delivery of ICT services

In this chapter

- Executing services
- Delivery of software
- Delivery of hardware
- Delivery of documentation
- Acceptance of your services
- Ensuring proper implementation
- Timely and careful execution of (online) services
- If you fail to deliver on time
- Delivery issues due to force majeure
- Outsourcing services to third parties
- Continuity of services during the exit phase
- Escrow

Article 7

Executing services

How do you execute the services?

1. You perform the Services specified in the order or Quotation yourself or have them performed by persons in your employ.
2. Services are executed according to the Agreement and the standards of good craftsmanship. You ensure that the employees you deploy have the right qualifications, training, and expertise.
3. If you perform Services at our location, you do so on our regular working days and within our office hours (08:00 - 18:00 on a workday).

Sharing personal data of Employees or Substitutes

4. At our request, you provide written personal data and qualifications of Employees or Substitutes.

Using our resources or deploying our employees

5. If you use our resources for delivering your Services or receive assistance from our employees, we may charge a fee for it.

Article 8

Delivery of software

1. All Standard Software you provide, including new versions, releases, patches, and updates, is subject to the Intellectual Property clauses of article 38.
2. All Custom Software you provide, including new versions, releases, patches, and updates, is subject to the Intellectual Property clauses of article 34.
3. You do not implement passwords or other security measures that can restrict the use of the Software. If such a security measure is noticed, we can remove it at your expense. Additionally, you immediately comply with our request to assist in removing such a security measure. No conditions can be attached to this cooperation.
4. We may allow an affiliated company or third party to use the Software and (Online) Service.

Article 9

Delivery of hardware

1. You provide us with written installation conditions and any instructions for preparing the space where the Hardware will be installed at least 30 days before delivery. We may impose conditions on your access to our spaces and systems.
2. We may expand or combine (parts of) the Hardware with other hardware and software from third parties. You will cooperate immediately if we request this. No conditions can be attached to this cooperation.
3. If the manufacturer of the Hardware reports that an adjustment or addition is needed, you inform us in writing. Upon our request, you will cooperate in implementing this adjustment or addition, and the costs are at your expense.

Article 10

Delivery of documentation

1. You provide us with all necessary Documentation so that we can use, manage, and maintain the (Online) Service, Software, or Hardware according to the specifications and promises you have made. So we can ensure that everything works correctly and can be used as intended.
2. We can modify, reproduce, share, and distribute the Documentation within our organization (and affiliated companies) and with parties we hire without additional payment.

Article 11

Acceptance of your services**This article in a nutshell**

1

You provide us
with ICT services,
software or
hardware



2

Within 30 days of
receipt, we inform
you if we accept
them



3

If we need extra time,
we notify you within
these 30 days



4

If you don't receive a
notification and the
30-day period elapses,
acceptance is assumed



5

We pay your invoice
after acceptance

1. If you deliver (parts of) the (Online) Service, Software, or Hardware to us, we will notify you within 30 days of receipt whether we accept it. If we cannot meet this deadline, we will inform you of the additional time needed before the deadline expires.
2. If we do not accept your Services within 30 days and do not notify you of the need for additional time, Acceptance is automatically granted.
3. We are not required to pay until the moment of Acceptance. If we make an advance payment, it is only due under the suspensive condition (*opschortende voorwaarde*) that we subsequently proceed to Acceptance. This means that you must reimburse us if we do not accept your delivery.

4. You will develop an Acceptance procedure and submit it to us immediately after concluding the Agreement. This is not necessary if the Acceptance procedure is already evident from the Agreement.

If there is no approved Acceptance procedure, the following procedure applies:

- a. After each delivery of the (Online) Service, Software, or Hardware, joint testing for issues is conducted. We determine the testing methodology, and the results are documented in a test report signed by both parties.
- b. If issues are found, you must address them within a reasonable period and inform us.
- c. After resolving the issues, you must resubmit the (Online) Service, Software, or Hardware for Acceptance.
- d. If issues are identified again, we can terminate the Agreement without prior notice in writing. We are not liable for damages.

Article 12

Ensuring proper implementation

1. You ensure that the Software, (Online) Service, and Hardware are implemented at our site so that we can use them as intended and according to the specifications and promises you made. This includes making connections with other Software or (Online) Services used by us, performing (data) conversions, and migrating data.
2. You perform the implementation at the rates specified in the Agreement. If no rates are agreed upon, the fee is considered included in the compensation stated in the Agreement.
3. Immediately after concluding the Agreement, you create an implementation plan and submit it to us in writing for approval. The plan includes:
 - a description of the Software and Online Service with functionalities;
 - a detailed schedule, including milestones;
 - the project organization, specifying responsibilities and approach;
 - requirements from us and other parties, including desired availability; and
 - the Acceptance procedure, for interim moments and the final result, with tests and test cases.

We may ask you to elaborate on other aspects.
4. Deadlines agreed upon are considered final deadlines. This also applies to milestones.

Article 13

Timely and careful execution of (online) services

1. You perform the (Online) Services promptly and carefully, following the standards applicable to a similar (Online) Service.
2. You may not suspend, stop, or limit the delivery or availability of the (Online) Service on your own initiative.
3. You provide all necessary information, such as login details, needed for the use of the (Online) Service and Software. Also, you provide all cooperation required for this immediately after concluding the Agreement or upon our request. You carry out these activities at the rates specified in the Agreement. If no rates are agreed upon, these activities are included in the compensation stated in the Agreement.
4. If you intend to make changes, restrictions, updates, or other adjustments to the (Online) Service or Software, notify us in writing. You will not implement these changes without our written consent. We may impose requirements on how you implement the changes. If we do not approve the change, you must continue to Support, manage, and maintain the (Online) Service in its original form. Article 23 on Maintenance remains in effect. You must have a documented change management process,

and all changes to the Software or (Online) Service you provide must go through this process. For every change, you must consider the impact on cybersecurity.

5. If you suspect or have indications that the management or processing of Data or other information using the (Online) Service may be unlawful towards third parties, you inform us immediately in writing. You do not remove the relevant Data or other information without our written consent unless the Data or other information is unmistakably unlawful and our consent cannot be awaited. You indemnify and hold us harmless against third-party claims.
6. Inform us immediately in writing in one of the following situations:
 - a. You have received a request, claim, or order from a supervisory authority regarding the (Online) Service or Software.
 - b. You plan to provide information about the (Online) Service or Software, such as data or other information managed or processed using the (Online) Service, to a supervisory authority.

Article 14

If you fail to deliver on time

This article in a nutshell



If you fail to deliver on time

1. If you exceed the delivery term, you are in default. This does not apply if you can invoke force majeure. We can demand performance and compensation for damages in case of default. We can also impose a fine of 0.5% of the agreed price per working day that the delivery term is exceeded. The total fine is capped at 25% of the agreed price.
2. For partial deliveries, the fine is calculated based on the price of the partial deliveries unless the delivered Products or Services can no longer be used for their intended purpose due to the late delivery. In that case, the fine is based on the entire agreed price.
3. In deviation from articles 6:92 and 6:93 of the Dutch Civil Code, the following applies:
 - We can demand payment of the fine and performance of the agreements in the Agreement;
 - You are obliged to compensate for all damages exceeding the fine amount;
 - We can also demand the fine if the breach/violation cannot be attributed to you; and

- you owe the fine immediately after we have notified you of the breach. This applies even if a reminder or other prior declaration is required by law.

Inform us of delays

4. As soon as you know or expect that you cannot deliver at the agreed time, inform us in writing immediately. Specify:
 - the cause of the delay;
 - the measures you have taken or will take; and
 - the duration of the delay.

We will inform you whether the delivery time can be postponed. In case of postponement, we will agree on a new delivery date or period. If we decide that the delivery time cannot be postponed, we may terminate the Agreement as described in article 44.

Article 15

Inability to deliver due to force majeure

1. It may happen that you are unable to deliver due to force majeure. In this case, we may suspend the performance of our rights and obligations for the duration of the force majeure or we (partially) terminate the Agreement. Termination is done in writing and has an immediate effect. We are not obliged to compensate for the damage you suffer.
2. If a third party fails to fulfill its obligations to you, and as a result, you cannot fulfill your obligations to us, this is not considered force majeure.
3. If force majeure occurs, you must notify us in writing as soon as possible, and no later than within 3 working days. After these 3 working days, you can no longer invoke force majeure.

Article 16

Outsourcing services to third parties

You may only engage third parties with our written permission. We may impose conditions on this permission. You remain fully responsible for the execution of the Services. You ensure that the third party complies with all agreements we have made with you. This is documented in writing to the third party.

Article 17

Continuity of services during the exit phase

1. If the Agreement ends for any reason, you ensure that we can continue to use the Software, (Online) Service, and Data in the same way as agreed upon in the Agreement. This continues until we:
 - replace the Software and (Online) Service;
 - transfer the Data to us or to a third party designated by us; and
 - transition the (Online) Service to us or to a third party designated by us.

This is referred to as the “**Exit Phase**”. You ensure that our business operations are not jeopardized during the Exit Phase, and the necessary replacement and transfer occur without issues or interruptions.

2. During the Exit Phase, you provide all possible cooperation to us and to suppliers designated by us. This includes:
 - performing actions necessary for replacing the Software and transitioning to a designated Supplier;

- cooperation in the transfer (including migration and conversion) of Data to PostNL or a designated Supplier; and
- providing adequate information, such as information about interfaces and other technical details.

You also ensure that third parties engaged by you fully cooperate with us.

3. Upon our request, you prepare a written exit plan within 10 working days and submit it to us for approval. The exit plan describes how you will comply with the obligations in this article.
4. You bear the costs (including our costs) of the Exit Phase in one of the following cases:
 - If the Agreement is terminated due to a failure on your part; or
 - if, after a Benchmark, no agreement is reached on adjusting the fees, and we decide to take over the (Online) Service, Software, or Hardware.

In other cases, we bear the costs of the Exit Phase. The activities performed by you are compensated at the rates agreed upon in the Agreement. If no rates are agreed upon, your regular rates apply.

5. As soon as you have fulfilled all obligations under this article, you promptly notify us in writing.
6. All Data and domains that belong to us must be completely and securely deleted after the exit phase.

Article 18

Escrow

1. We may require you to arrange for an Escrow for the (Online) Service, Software, or Data, even if this was not agreed upon earlier. You immediately cooperate without attaching any conditions.
2. The Escrow contains all information, including the source code, that we reasonably need to rectify any errors, perform maintenance, and manage the (Online) Service, Software, or Data. This allows us (or a third party engaged by us) to continue using it independently and without issues according to the agreed specifications. The Escrow must comply with the customary standards prevailing in the Dutch market at that time.
3. If the Escrow is part of the Agreement, you provide written proof upon request that the Escrow meets the requirements agreed upon in the Agreement.

Requirements for your ICT Services

In this chapter

- Your products and services are safe
- The guarantees you offer
- We can inspect your products or services
- The service levels you guarantee (SLA)
- You maintain the online service, software, or hardware
- About security, continuity, and backups
- Requirements for your employees or substitutes
- You adhere to our house and security rules
- Our joint social and ethical responsibility
- Required certificates & risk assessment
- You allow us to assess your sustainability performance upon request
- You apply Cybersecurity Measures
- Security Incident Reporting Obligation
- You adhere to the Foreign Nationals Employment Act Obligation
- You evaluate your sustainability performance at our request

Article 19

Your products or services are safe

1. You guarantee that:
 - no materials or products harmful to health are used for the Products or Services;
 - the Products and production facilities comply with European regulations on product safety; and
 - the transport and packaging of the delivered Products comply with the applicable laws, regulations, and industry standards.
2. Upon our request, you provide us with test reports or certificates of inspections.
3. You dispose of packaging materials at our request, free of charge.
4. You inform us if, in the production process, products are used of which you know, or should know, that their use leads to waste for which legal measures apply. This notification is provided in writing and before the first order. We may then cancel the order free of charge.
5. You take a proactive and innovative approach to reduce the environmental impact of the delivered Products, especially in terms of reducing energy consumption and transport movements.
6. Upon our first request, you provide all relevant information about the environmental impact of the Products.
7. You guarantee that the provided information is accurate and complete.

Article 20

The guarantees you offer**This article in a nutshell**

1

Within 24 months of delivery, we identify a defect



2

The defect is not the result of normal wear and tear or improper use



3

We report this to you



4

Within 10 working days, you provide replacement or repair



5

Failure to do so results in us arranging replacement or repair at your expense

1. You are responsible for the soundness of the delivered Products and performed Services. You guarantee that:
 - the specifications you provide are accurate;
 - the delivered Products or performed Services comply with legal requirements and agreed specifications;
 - the delivered Products or performed Services do not infringe on the rights of third parties;
 - the Services are carried out with care by adequately trained and experienced personnel; and
 - you are authorized and capable of entering into the Agreement and fulfilling your obligations.
2. Upon our request, you provide us with test reports or certificates of inspections.
3. If we identify a defect in the delivered Products within 24 months after delivery, not resulting from normal wear and tear or improper use, you replace or repair the defective Products or ensure that the defect is remedied in another way. This must be done within 10 working days of us reporting the defect.

The 24-month period may be longer if customary in your industry. The same obligation applies to defective (Online) Services.
4. If you fail to adequately resolve or remedy the defect, we may, at your expense, arrange for the repair or replacement after the 10-day period.
5. You guarantee that the Software, (Online) Service, and Hardware:
 - have no significant issues with their functions and operation;
 - comply with the relevant Documentation;
 - have the agreed-upon functions and features; and
 - will operate as promised.

You regularly conduct code reviews and security tests (including penetration tests) to ensure this.
6. You guarantee that:
 - you have implemented standard security measures to ensure that the Software, (Online) Service, or Hardware are free from Defects and do not contain Malware;
 - the Software and other systems delivered by you or on your behalf do not contain Malware, and you have verified this;
 - the Data you provide for the Software or (Online) Service delivered by you or on your behalf consists only of the agreed-upon Data and does not contain Malware, and you have verified this.

- the (Online) Service, Software, and Hardware you deliver or make available comply with all relevant laws and regulations and are in accordance with agreed Service Levels, procedures, and other agreements;
- all Hardware and any replacement parts you supply are (almost) new; and
- there are no limitations, attachments (*beslagen*), or reservations (*eigendomsvoorbehouden*) placed by you or anyone else, and the Hardware is free of other restrictions or encumbrances.

Article 21

We can inspect your products or services

This article in a nutshell



Inspection by us

- We can assess whether your Products and (Online) Services comply with the agreements and the law. This can also be done before delivery. You cooperate with this inspection at our request and provide the necessary resources and personnel at no cost.

Inspection by an independent institute

- We can have your (partially) delivered Products and (Online) Services inspected by a testing institute. If these are rejected, the costs of the testing institute are at your expense.
We will inform you in writing within 30 days after delivery whether your Products or (Online) Services have been rejected.

What to do in case of rejection?

- If Products or (Online) Services are rejected, we can set a deadline within which you must replace the rejected Products or re-perform the Services. If you fail to do so within the specified period, you are automatically in default and must repay the amount we paid within 14 days. No reminder is required. The clauses about liability, indemnification, and insurance remain in effect (see article 43).
- If you deliver Products or (Online) Services in parts, we will approve each delivery separately. In case of rejection of a part, you cannot rely on the approval of a previous part.
- If Products or (Online) Services are rejected, the risk and ownership are deemed never to have transferred to PostNL.

6. We will make the rejected Products available to you again. We do this between the 3rd and 11th working day after notifying you that the Products have been rejected. After the 11th day, we have the right to return or store the Products at your expense and risk.
7. We may publicly sell the rejected Products that have not been collected or taken back. This can be done 2 months after notifying you. You will receive the proceeds from the sale, minus the selling costs and any amount you owe.

Article 22

The service levels you guarantee (SLA)

1. If not already specified in the Agreement, we conclude a service level agreement (SLA). Our template SLA is leading in this regard.
2. If we have not concluded an SLA and nothing has been arranged in the Agreement, this article serves as the SLA.

We apply the following Service Levels, determining which one is applicable.

Service Level 1 High urgency

What is happening?

A (part of the) (Online) Service, Software, or Hardware is not available or cannot be used, or its use poses an unacceptable risk to our business processes.

What we expect from you

- You confirm the receipt of the notification in writing, within 15 minutes after the initial notification.
- You proceed to fix the Defect.
- You remedy the Defect within 4 hours of the initial notification. If this is not possible, you communicate this and provide a temporary solution or workaround.
- You take all measures to solve the Defect as quickly as possible.

Service Level 2 Medium urgency

What is happening?

There is a regularly recurring malfunction, error, or interruption or a noticeable loss of performance related to (a part of) the (Online) Service, Software, or Hardware.

What we expect from you

- You confirm the receipt of the notification in writing, within 4 hours after the initial notification.
- You proceed to fix the Defect.
- You remedy the Defect within 1 working day of the initial notification. If this is not possible, you communicate this and provide a temporary solution or workaround.
- You take all measures to solve the Defect as quickly as possible.

Service Level 3 Low urgency

What is happening?

There is a malfunction, error, or interruption that is not regularly recurring or noticeable loss of performance related to (a part of) the (Online) Service, Software, or Hardware.

What we expect from you

- You confirm the receipt of the notification in writing, within 1 working day.
- You proceed to fix the Defect.
- You remedy the Defect within 5 working days of the initial notification. If this is not possible, you communicate this and provide a temporary solution or workaround.
- You take all measures to solve the Defect as quickly as possible.

3. If we have not made separate agreements with you in an SLA or in the Agreement, you ensure that the (Online) Service, Software, or Hardware is always available and secure. We monitor the time they are unavailable, cannot be used, or if their use is too dangerous for our business. We calculate the achieved availability level based on this.
4. If there are issues with (a part of) the (Online) Service, Software, or Hardware, you inform us in writing. This also applies to other issues that are important to our business processes, such as information security incidents.
5. You provide us access to an online database for troubleshooting related to the (Online) Service, Software, or Hardware.

6. You provide us with a written report every month on the performance of the past month. This report includes information on the availability of the (Online) Service or Software, response time, and how long it took to resolve issues. The report also contains an overview of the issues that occurred and the solutions you applied.

Article 23

You arrange the maintenance of the service, software, or hardware

1. You perform Maintenance of the (Online) Service, Software, or Hardware at the rates agreed upon in the Agreement. If we have not agreed on separate rates for Maintenance, we assume that this is included in the price from the Agreement. Maintenance starts at the moment of Acceptance of (parts of) the Software and Hardware.
2. You ensure that Maintenance is available 24 hours a day, 7 days a week. You are available by phone during office hours for Maintenance requests.
3. Maintenance includes, at least, the following activities (either remote or on-site):
 - You detect and solve Defects;
 - You provide new versions, releases, patches, and updates of Software;
 - You take measures to prevent Defects and other technical issues; and
 - You provide Support; and
 - You actively look for vulnerabilities in information security and resolve them as quickly as possible.
4. You support, manage, and maintain each new release or version for at least 3 years. You provide security updates until the end of the contract.
5. Both parties bear their own costs for the activities arising from this article.

Article 24

About security policy, continuity, and backups

1. You have documented policies and maintain appropriate procedures regarding information security at all locations where a (Online) Service, Software, Data, or Hardware is used. These procedures include sufficient technical, procedural, and organizational measures to protect the (Online) Service, Software, Data, or Hardware. You review these policies and procedures annually and adjust them as necessary.
2. You establish appropriate procedures to ensure the continuity, integrity, resilience, and availability of the (Online) Service, Software, Data, or Hardware. These procedures include handling disruptions or interruptions of the (Online) Service, Software, Data, or Hardware. You also ensure the enforcement of these procedures.
3. You establish appropriate procedures for the backup and recovery. Backups must be securely and separately stored and tested periodically.
4. You draft a disaster recovery plan in consultation with us and test it annually.
5. Upon request, you promptly inform us about the (backup) location of the Data and the data centers you use for the Online Service and Software you provide.
6. You inform us about the procedures you have taken as referred to in this article upon our request and as soon as possible. You cannot impose conditions on this.
7. You comply with any reasonable request from us to adjust the procedures.

Article 25

Requirements for your employee or substitutes**Availability and qualification**

1. You provide the Employee named in the Agreement for the agreed period. The Employee works the agreed number of hours per week.
2. You obtain written permission for the Employee to work at different times.
3. In case the Employee needs onboarding time, the time and cost are your responsibility. We jointly determine the required onboarding time.
4. You ensure the Employee adheres to our work instructions and directions.
5. Neither you nor the Employee may represent yourselves as our representatives or delegates.
6. Your Employees must be aware of potential cybersecurity threats and their role in preventing security incidents. A cybersecurity awareness program must be in place, including onboarding for new Employees, periodic awareness training or events for all Employees, and additional training for Employees handling sensitive or confidential Data.

Substituting the Employee

7. You may replace the Employee with our written permission. We will not unreasonably refuse permission. If we do not agree to the Substitute, we are not obligated to accept a replacement from your company.
8. You will immediately inform us if the Employee is sick, disabled, dismissed, or absent. We discuss together whether a Substitute should be appointed and determine the starting date.
9. The terms of the Agreement and these T&C also apply to Substitutes.

Timekeeping

10. Worked hours are recorded through a time sheet, payroll statement, or another control tool. We determine the control method, and you provide insight upon request.

Reliability

11. You provide full cooperation with investigations (pre-employment screening/background check) of the Employee and third parties upon our request.
12. You ensure all Employees and third parties are reliable and perform well.
13. You ensure Employees or third parties have a relevant Certificate of Good Conduct (VOG) at your expense. If the VOG is missing, the person cannot perform Services for us.

Overige eisen

14. On our request, you ensure that the Employee or third parties do not work for our competitors for 1 year after the end of the Agreement.
15. During the Agreement and 1 year thereafter, you do not employ PostNL employees involved in the execution of the Agreement without our permission.

Article 26

You adhere to our house and security rules

1. If you are providing Services within our premises, you are required to adhere to our house and security rules. You take measures to ensure that the Employee or third party also complies with

our rules.

2. If the Employee or third party engages in misconduct, we will promptly terminate cooperation with this individual. This person can no longer work for us.

Misconduct includes, but is not limited to, theft, embezzlement, fraud, bullying, aggression, vandalism, discrimination, unwanted intimacies, and alcohol or drug abuse.

3. In the event that we terminate the assignment due to misconduct, we can include the individual who has engaged in misconduct in our Violation Norm Information System (NOR) and the Warning Register Logistics Sector (WLS). For this purpose, you are required, upon our request, to provide the following details about the individual who has engaged in misconduct:
 - initials and surname;
 - date and place of birth; and
 - current residential address.

Article 27

Our joint social and ethical responsibility

1. You act in accordance with the applicable laws and regulations in the field of working conditions, employee well-being, and safety.
2. You take supply chain responsibility. This means that you ensure that the Products and Services you purchase are not produced in a manner that is contrary to laws and regulations regarding working conditions, employee well-being, and safety.
3. You proactively and innovatively engage in improving the social and ethical aspects of the products and services you buy and sell.
4. You provide, upon our request and free of charge, all relevant information regarding achieved results in the field of working conditions, employee well-being and safety, and social responsibility.
5. You provide, upon request and free of charge, evidence of certification (such as ISO, IIP, OHSAS, ISAE 3402, SOC2, etc.).
6. You guarantee that the information provided is accurate and complete.

Article 28

Required certificates & risk assessment

1. If you provide an (Online) Service or Software, you agree to perform a risk assessment so that we can determine the risk profile of you and the Service or Software. We provide the risk assessment procedure at your request.
2. We determine your risk profile, categorized as follows:

1. Low

For a low-risk profile, we assess if the (Online) Service or Software meets our requirements. You address any shortcomings we identify before the service provision begins.

2. Medium

For a medium-risk profile, we assess if the (Online) Service or Software meets our requirements. You address any shortcomings we identify before the service provision begins. Additionally, you must have a valid ISO 27001 (or equivalent) certificate while providing the Services. You share a copy of that certificate with us, covering all processes relevant to the (Online) Service.

3. High

For a high-risk profile, we assess if the (Online) Service or Software meets our requirements. You

address any shortcomings we identify before the service provision begins.

Additionally, you must have valid ISO 27001 and ISAE 3402/SOC2 type 2 (or equivalent) certificates while providing the (Online) Service. You share copies of these certificates with us, covering all processes relevant to the (Online) Service.

3. You agree that we regularly conduct a risk assessment on the (Online) Service or Software. You provide insight into how you addressed any shortcomings from previous risk assessments.
4. Important suppliers engaged by you, including the data center, must meet the same assurance and certification standards. You provide or grant us access to these certificates and assurances. You also provide insight into the controls you performed on the compliance and certification of your significant suppliers.
5. If you use credit card information to provide the Service, you comply with the relevant parts of the Payment Card Industry (PCI) Data Security Standard (DSS). You conduct an annual PCI DSS assessment and provide us with insight into the improvements made since the previous assessment.
6. If you need access to our network or Data, we ensure that this happens securely. We verify that you are executing the (Online) Service properly, and we can deny access if we suspect any issues. We expect you to use the most recent software and security measures compliant with ISO 27001 (or equivalent) standards.

Before gaining access, you must successfully pass our security assessment. If you fail to meet our requirements and requests, and you have no acceptable solution within a reasonable period, we can terminate the Agreement without having to pay damages. This also applies if we cannot agree on how to address the issues.

Article 29

You evaluate your sustainability performance at our request

1. We may request you to have your sustainability performance assessed. In that case, you must register with Stichting MVO-Register (or a similar organization) within 6 weeks of signing the Agreement.
2. You share your scores with us, no later than 6 months after the assessment. If you score insufficiently in certain areas, we will discuss together how to improve the scores.

Article 30

You apply Cybersecurity Measures

1. You keep track of the assets you develop or manage for us.
2. You implement information security measures in accordance with the current state of the art.
3. Specific requirements will be included in collaboration with us in the annexes, such as the Service Level Agreement (SLA), the Agreement and Procedures Dossier (DAP), or a separate information security addendum.
4. We will annually assess whether the agreed-upon measures are still sufficient and may request adjustments if necessary.

Article 31

Security Incident Reporting Obligation

1. A reporting obligation has been established under NIS2 for security incidents that (potentially) impact so-called 'essential' or 'important' organizations, such as PostNL. The procedure for handling a security incident is similar to the procedure prescribed by the GDPR for a data breach, as outlined in Article 40.
 - You must notify us as soon as possible of any (suspected) security incident that could (potentially) impact our business continuity.
 - If the incident actually disrupts our services, it must be reported within 24 hours.
 - In all other cases, the incident must be reported within 72 hours.
 - You must take measures to resolve (the consequences of) the security incident.
 - You must provide all relevant information as soon as possible and offer full cooperation in investigating and remedying potential damage, as well as in making any required notifications.
2. You may not charge any costs for fulfilling your obligations under this article.

Article 32

Dit artikel in het kort**License**

You check whether the correct licenses are present. These licenses must be valid for the entire assignment. If not, you notify us.

**Copy of ID**

If you hire someone covered by the WAV, you send us a copy of the identity card and the required licenses (such as a GVVA).

**Fine**

If you fail to comply with the agreements, resulting in a fine for us, you pay this fine.

**Damage due to WAV**

If we suffer damage due to your failure to comply with the agreements, you compensate for this damage.

**WAV inspection**

If an inspection is conducted or an investigation is initiated, you immediately notify us and provide all relevant information.

**Termination of agreement**

We may terminate the Agreement immediately if you have not fulfilled your obligations regarding the WAV.

You adhere to the Foreign Nationals Employment Act (Wet Arbeid Vreemdelingen) Obligation

1. You guarantee compliance with the rules of the Foreign Nationals Employment Act (*Wet Arbeid Vreemdelingen* or WAV) and other related laws.
2. This means, for example, that you only deploy personnel or third parties who are authorized to work in the Netherlands. If a permit is required to work in the Netherlands, you verify the presence of the correct documents before commencing work. You ensure that the permits remain valid throughout the entire assignment.

If the permit expires or is found to be invalid, you promptly notify us.

If you engage someone under the WAV for the execution of the Agreement, you provide us with a copy of their valid identification and the required permits (such as a GVVA) before the commencement of work.

You bear any fines or other costs

3. If you fail to adhere to the obligations in this article, resulting in us receiving a fine from the Ministry of Social Affairs and Employment (SZW), you shall immediately pay this fine to us upon our request. We may also deduct the amount of the fine(s) from any amounts still owed to you.
4. Both parties acknowledge that PostNL may be held accountable by the government under WAV, even though it may be challenging for us to verify whether your Employees and engaged third parties comply with the rules of the WAV and other applicable regulations. If you fail to comply with this article, it constitutes a breach of your obligations. If we suffer damages as a result, such as fines or legal costs, you shall fully indemnify us for these. We may also deduct the amount of such damages from any outstanding payments to you.

You report any inspections

5. If a government agency conducts an inspection or investigation at your premises regarding the obligations from article 34.1 and article 34.2 of the WAV, you shall immediately notify us and provide all relevant information necessary for us to determine if a violation has occurred or will be identified. You indemnify us against third-party claims related to wages based on the WAV and articles 7:616a and 7:616b of the Dutch Civil Code

We can terminate the Agreement

6. We reserve the right to terminate the Agreement with immediate effect if it is found that you have not fulfilled your obligations under this article.
7. Termination shall occur through a written declaration, and no notice of default or judicial intervention is required. We are not liable for damages in such a case.
 - You must notify us as soon as possible of any (suspected) security incident that could (potentially) impact our business continuity.
 - If the incident actually disrupts our services, it must be reported within 24 hours.
 - You must notify us as soon as possible of any (suspected) security incident that could (potentially) impact our business continuity.
 - If the incident actually disrupts our services, it must be reported within 24 hours.
 - In all other cases, the incident must be reported within 72 hours.
 - You must take measures to resolve (the consequences of) the security incident.
 - You must provide all relevant information as soon as possible and offer full cooperation in investigating and remedying potential damage, as well as in making any required notifications.
8. You may not charge any costs for fulfilling your obligations under this article.

Article 33

You evaluate your sustainability performance at our request

1. We may ask you to provide insight into the documentation regarding (or about the proportion of) people with a distance to the labor market, as described in the latest version of the PSO Netherlands manual at <https://www.pso-nederland.nl/>, from (or within) your organization. This can be done in the form of a sample review or an audit.
2. Additionally, we may ask you to have an assessment conducted on how your organization scores on the Social performance measurements on the Dutch PSO Ladder ('Prestatieladder sociale ondernemen'). You must have this assessment carried out by PSO Netherlands no later than six weeks after signing the Agreement. After the assessment by PSO Netherlands, you must share your scores with us no later than six weeks after the evaluation. Based on the outcome, we can discuss this further if necessary.

Price and payment

In this chapter

- Requirements for your invoices
- Payment of your invoices
- Price changes
- Market conformity of your prices

Article 34

Requirements for your invoices

1. Prices are in Euros and exclusive of VAT but inclusive of other possible taxes.
2. Upon our request, you attach a timesheet to your invoices. This timesheet indicates which individuals were deployed, where, on which days, and for how many hours for the execution of the Agreement. The personal details include name and date of birth.
3. You send the invoices to the billing address we provided. The invoice includes the reference of the order.

Article 35

Payment of your invoices

This article in a nutshell



1

You have delivered the products or performed the services and sent the correct invoice



2

We receive the correct invoice



3

We pay the correct invoice



4

The date on which the amount is debited from our account is considered the payment date

1. You send the invoice after the Products have been delivered or Services have been performed. We pay the invoice within the agreed payment term of 60 days. For SMEs, the payment term is max. 30 days.
2. We only pay if our financial administration has received the correct invoice. The date on which the amount is debited from our account is considered the payment date.
3. We can suspend payment if you do not fulfill your obligations (completely).
4. If we do not pay within the agreed term, you give us a reasonable period, through a notice of default, to pay. If we still do not pay after that, you may charge 3% interest per year.
5. If you owe us money, we can offset the amount against your invoices.

6. We only pay advances if we have agreed to this in writing. We may ask you to provide a bank guarantee for the advance. You bear the costs for this bank guarantee.
You pay 3% interest on the advance if you do not deliver the Products or Services within the agreed time.
7. We do not pay in cash, and we only pay to Dutch bank accounts, unless we have made other arrangements.
8. If we pay an invoice, it does not mean that we acknowledge any indebtedness. This also does not mean that we consider your obligations to be satisfactorily fulfilled. Our rights cannot be limited by the payment.

Article 36

Price changes

1. You can unilaterally increase your price only if we have agreed to this in writing, for example, in the Agreement. The Agreement must specify the circumstances that may lead to a price increase and to what extent the increase in material prices, exchange rates, or other costs will be passed on. Profit tax cannot be passed on.
2. A price change never applies to placed orders.
3. If we do not agree to the price change, we can terminate the Agreement in writing. The Agreement ends on the date the price change takes effect or on a later date that we determine.

Article 37

Market conformity of your prices

1. We can hire an independent expert at any time to investigate whether your price and quality level are market-conform. This will be documented in a Supplier Dashboard. This Supplier Dashboard allows us both to monitor how your prices compare to the market.
2. If we doubt whether your prices are reasonable compared to similar suppliers in the market, we can investigate this (through a “**Benchmark**”).
3. We will pay for the Benchmark. We are not required to provide you with access to the results.
4. Both parties will cooperate with reasonable information requests from the Benchmark investigator.
5. If the Benchmark report indicates that your prices are higher, you will propose a price reduction within 30 days to align with the conclusions in the report. If we accept your proposal, the price reduction takes effect after 30 days. The new prices apply only to future orders.
6. If we do not agree on the price reduction within a reasonable period, we can terminate the Agreement immediately. This is done in writing and without notice or judicial intervention. We are not liable for damages.

Legal fineprint

In this chapter

- All intellectual property rights belong to PostNL
- You handle personal data properly
- What to do in case of a data breach?
- You don't trade on insider information
- We can conduct an audit (or have one conducted)
- Liability, indemnity, and insurance
- Termination and dissolution of our agreement
- You cannot transfer your rights or obligations
- Your information obligations to employees and third parties
- You are responsible for the payment of taxes or premiums
- Applicable law and competent court

Article 38

All intellectual property rights belong to PostNL

This article in a nutshell



1

In everything you do
or create IP rights*
may arise



2

At the moment
these rights arise,
you transfer them
to us



3

You inform us
immediately in
writing if new IP
rights have arisen



4

If there are costs
associated with
establishing IP rights,
we will pay them

* intellectual property rights

1. In the context of this Agreement, intellectual property rights ("IP rights") may arise. These can be IP rights in the broadest sense of the word, including, for example, copyrights, design rights, or database rights. All these IP rights belong to us.
2. The IP rights are transferred to PostNL through the Agreement. The moment of signing the Agreement is considered the moment of transfer. This also applies to IP rights that arise after signing the Agreement. Compensation for the transfer of IP rights is already included in your rates.
If a deed is required for the transfer, you will cooperate in drafting and signing that deed.
3. New IP rights may arise in the future for works created in the context of our collaboration. These future rights also become our property as described in this article.
4. You inform us immediately when IP rights arise. This must be done in writing.
5. We can publish works created by you without mentioning your name. You waive the right to object to this. You also waive the right to object to (name) changes of works protected by copyright. This is only to the extent possible under article 25 of the Copyright Act 1912 (*Auteurswet 1912*).

6. We will pay the costs associated with establishing certain IP rights. You irrevocably authorize us to record the IP rights or the transfer of those rights to us in the registers.
7. If you deliver Custom Software, you do not make the code, methods, or preparations available to third parties unless we have given written permission. We may impose conditions on this permission.
8. You ensure that the obligations in this article also apply to third parties engaged by you. You explicitly include this in the agreement you conclude with these third parties.
9. If there is a disagreement about who owns the IP rights, we assume that they belong to us unless you can prove otherwise.
10. To the extent that the Agreement relates to IP rights that did not arise in the context of an Agreement, you grant us an unlimited, irrevocable, transferable, perpetual, sublicensable, and worldwide right to use these IP rights. This right also applies to companies affiliated with PostNL and third parties engaged by us who use these IP rights on behalf of PostNL.
11. You guarantee that:
 - IP rights as referred to in article 38 do not infringe on the intellectual property rights of others;
 - there is no limited right, attachment, or reservation of ownership on these IP rights; and
 - the IP rights are free from any other restriction or encumbrance, such as a usage right.

You indemnify us against all claims from third parties relating to any infringement of third-party IP rights.

Article 39

You handle personal data properly

1. When fulfilling your obligations under the Agreement, you comply with all applicable laws and regulations regarding the protection of personal data.
 2. If you process personal data on our behalf, you cooperate in concluding a data processing agreement upon our request. Our template is leading in this regard.
- If no data processing agreement is concluded, all following bulletpoints and article 31 and 36 apply as a data processing agreement.
- You only process personal data on our behalf. You do not use the personal data for other (own) purposes.
 - You act only according to our written instructions.
 - You take appropriate technical and organizational measures to protect personal data against loss, destruction, unauthorized disclosure or use, alteration, or any other form of unlawful processing.
 - You ensure that our Data is stored exclusively within the European Economic Area (EEA).
 - If you wish to store Data outside the EEA, you must request our prior approval.
 - You retain our Data only for as long as necessary and in accordance with agreed data retention policies. Data that is no longer needed must be securely deleted.
 - You act in accordance with the legal requirements for international data transfers and regulations that we impose.
 - You ensure that personal data is only accessible to Employees who need access to comply with the obligations of the Agreement.
 - You impose confidentiality on Employees and engaged third parties.
 - You inform us in writing about a complaint or request from a person whose data you process, regarding the processing of their data. You assist us in responding to such a complaint or request.
 - You do not engage (sub)processors without our written consent. You impose the same contractual obligations on (sub)processors as in this article and any additional conditions we specify.

- You cooperate in audits that we have conducted. This is to enable us to comply with our obligations under privacy laws and regulations and to verify compliance.
- After the Agreement ends, you delete the personal data or, depending on our choice, return it. Unless you have a legal obligation to keep the personal data. You inform us of such a retention obligation.

Article 40

What to do in case of a data breach?

This article in a nutshell



1

You inform your PostNL contact person within 24 hours of a data breach



2

You take measures to quickly remedy (the consequences of) the data breach



3

You provide us with all necessary information and cooperation

1. In the event of a data breach, you will do the following:

- You inform us of the (suspected) data breach as soon as possible. In any case, within 24 hours;
- You take measures to remedy (the consequences of) the data breach quickly; and
- You provide all relevant information as soon as possible and cooperate fully in investigating and recovering from the data breach, and in making the required notifications.



What is a data breach?

A data breach involves unauthorized or accidental access to personal data. It also includes the unwanted destruction, loss, alteration, and disclosure of personal data. Examples of data breaches include:

- Loss of a USB stick with non-encrypted personal data.
- Cyberattack resulting in the theft of personal data.
- Ransomware infection making personal data inaccessible.

2. You do not charge for performing your obligations under this article.

Article 41

You don't trade on insider information

1. If you have access to price-sensitive information, you will not trade in PostNL shares or advise others to do so.

You guarantee that your Employees and engaged third parties are aware of this prohibition on insider trading and will comply with it.

2. If you, your Employees, or engaged third parties violate the obligations of this article, we can impose a directly enforceable penalty of €10,000 per violation. We can also invoke our legal rights.

Contrary to articles 6:92 and 6:93 of the Dutch Civil Code, the following agreements apply:

- We can claim payment of the penalty and performance of the obligations from this article;
 - You are obliged to compensate for damage higher than the penalty of €10,000;
 - We can claim the penalty even if the violation/offense cannot be attributed to you; and
 - You owe the penalty immediately after we have informed you of the violation/offense. No reminder is required.
3. The obligations of this article do not preclude your obligations under the Financial Supervision Act (WFT).

Article 42

We can conduct an audit (or have one conducted)

1. We can conduct an Audit (or have one conducted). This is to verify whether you are adhering to the agreements of the Agreement. If we want to conduct an Audit, we will inform you at least 10 working days in advance.
2. You provide full cooperation to the Audit. This also applies to your Employees and engaged third parties. During the audit, you grant access to all Employees, information, and processes we need. You also provide access to (relevant parts of) the spaces, systems, or servers where the execution of the Agreement takes place or has taken place.
3. If the Audit reveals that you do not comply with the agreements of the Agreement, you must draw up a written plan within 10 working days describing how you will rectify the shortcomings. We must approve this plan. This is separate from the rights, claims, and powers we have under the law and the Agreement regarding your shortcomings.

Article 43

Liability, indemnification, and insurance

1. If you fail to fulfill your obligations, you are liable for compensating the damages we have suffered and will suffer.
2. If you supply us with Products or use Products during the provision of Services, you indemnify us from third-party claims related to defective Products as defined in the product liability provisions of the Dutch Civil Code.
3. You indemnify us from all third-party claims related to any infringement of their rights.
4. You must be adequately insured for the performance of the obligations in the Agreement. This applies to the entire period in which you perform the Agreement.

Article 44

Termination and dissolution of our agreement

1. PostNL can terminate the Agreement prematurely. We adhere to the notice period specified in the Agreement. If no notice period is stated, it is one month for us. We are not obliged to compensate for any damages resulting from termination.
2. We can dissolve the Agreement immediately (in whole or in part) in the following cases:
 - a. A bankruptcy petition is filed for your company, or a moratorium on payments is granted (*surseance van betaling*);
 - b. You decide to dissolve or liquidate the legal entity or business;
 - c. You or your representative provide or promise benefits to PostNL personnel in any form;
 - d. A third party gains direct or indirect control over your business or acquires most of its assets; or

e. You cease your business operations or a relevant part thereof.

In any of these situations, you must inform us promptly in writing. No judicial intervention or notice of default is required for dissolution. We will notify you of the dissolution in writing. We are not obliged to compensate for damages resulting from dissolution.

3. If either party fails to fulfill its obligations under the Agreement, the other party can dissolve the Agreement without judicial intervention. This can only happen after the defaulting party has been formally notified by registered letter and has been given a reasonable period to rectify the breach. The defaulting party must compensate the other party for any damages incurred.
4. If the breach concerns a part of the delivered Products or Services, we can (at our discretion) partially dissolve the Agreement. If partial dissolution occurs, the consideration for an equal part remains due.
5. If we – for any reason – dissolve a (part of the) Agreement, we can transfer the further execution of the Agreement to another party at your expense. This can be done without notice of default or judicial intervention.

Article 45

You cannot transfer your rights or obligations

1. You cannot (partially) transfer your obligations from the Agreement to a third party.
2. You cannot assign claims against us to a third party (cession).
3. We can give permission for cession or transfer of obligations. We can attach conditions to this permission.
4. We can transfer the Agreement and the rights and obligations arising from it to a group company of PostNL N.V. (article 2:24b Dutch Civil Code). You hereby grant your irrevocable and explicit consent based on article 6:159 Dutch Civil Code.

Article 46

Your information obligations to employees and third parties

1. Regarding your Employees, their Substitutes, or engaged third parties, you meet the following (information) obligations:
 - a. You comply with applicable laws and regulations regarding employment conditions and the applicable collective labor agreement that applies to you and your Employees;
 - b. You record all employment conditions in a clear and accessible manner;
 - c. You provide competent authorities access to these employment conditions upon request as quickly as possible and cooperate in checks, audits, or wage validation; and
 - d. You provide immediate access to these employment conditions at our request if we deem it necessary in connection with (the prevention of) the handling of a wage claim.
2. You ensure that your suppliers also comply with these (information) obligations to their staff. You specify this in writing in such a way that we have the right to address these parties directly regarding compliance with these (information) obligations. You also stipulate that these parties impose these obligations in full on all parties with whom they contract.
3. You notify us immediately in writing of any wage claim initiated by or on behalf of an Employee who has worked for us.
4. You guarantee that you resolve (indications of) misconduct within a reasonable period.
5. You indemnify us against all third-party claims related to claims under the Prevention of Illegal Labor (*Wet Aanpak Schijnconstructies*). We recover all damages we suffer as a result of claims under the Prevention of Illegal Labor from you, if necessary, through offsetting.

Article 47

You are responsible for the payment of taxes and premiums

1. We can determine that the Statement of Payment Behavior must be issued by the Dutch Tax and Customs Administration. The costs for this will be at your expense.
2. You are responsible and liable for complying with obligations under tax or social security legislation. This also applies to third parties you engage. You indemnify us for claims arising from non-compliance with these obligations.
3. You declare that the Employees who (partly) performed services for you or a subcontractor are employed by you. And that they are included in the payroll administration at each payment period.
4. Upon request, you provide us with a recent Statement of Payment Behavior chain and hirer liability (*Verklaring Betalingsgedrag keten- en inlenersaansprakelijkheid*) ("Statement of Payment Behavior"). This statement proves that you have timely and fully paid turnover tax, income tax, social insurance premiums, and employee insurance premiums for Employees and third parties you have engaged to perform the Agreement.

If you do not provide the Statement of Payment Behavior within 30 days, we can suspend payments to you, and we can (partially) terminate the Agreement, through a written statement. No notice of default or judicial intervention is required for termination. We are also not liable for damages.

5. Upon our request, you attach a timesheet to your invoices. This timesheet indicates which individuals were deployed, where, on which days, and for how many hours for the execution of the Agreement. The personal details include name and date of birth.

You also declare that the mentioned individuals were employed by you or a subcontractor and were included in the payroll administration at each payment period.

6. We can terminate the Agreement immediately if it turns out that you have not fulfilled your obligation to pay income tax, turnover tax, or insurance premiums.

We terminate with a written statement. No notice of default or judicial intervention is required for termination. We are also not liable for damages.

7. We may require you to use a blocked account (In Dutch: G-rekening), allowing us to withhold an agreed percentage of invoice amounts due and deposit it into the blocked account for the purpose of paying taxes and social security contributions you owe to the Dutch Tax and Customs Administration. We will discuss this with you in advance.

8. If you engage third parties to perform the Agreement, you also impose the obligations from this article on these third parties.

Article 48

Applicable law and competent judge

1. The Dutch law applies to our collaboration and all agreements arising from it (such as the Agreement). Principles of private international law do not apply. The Vienna Sales Convention (1980) is also not applicable.
2. The competent judge in The Hague handles disputes arising from these Terms or the Agreement and other disputes arising within our collaboration.

Chapter 1

About our
collaboration

Chapter 2

Delivery of
ICT services

Chapter 3

Requirements
for your
ICT services

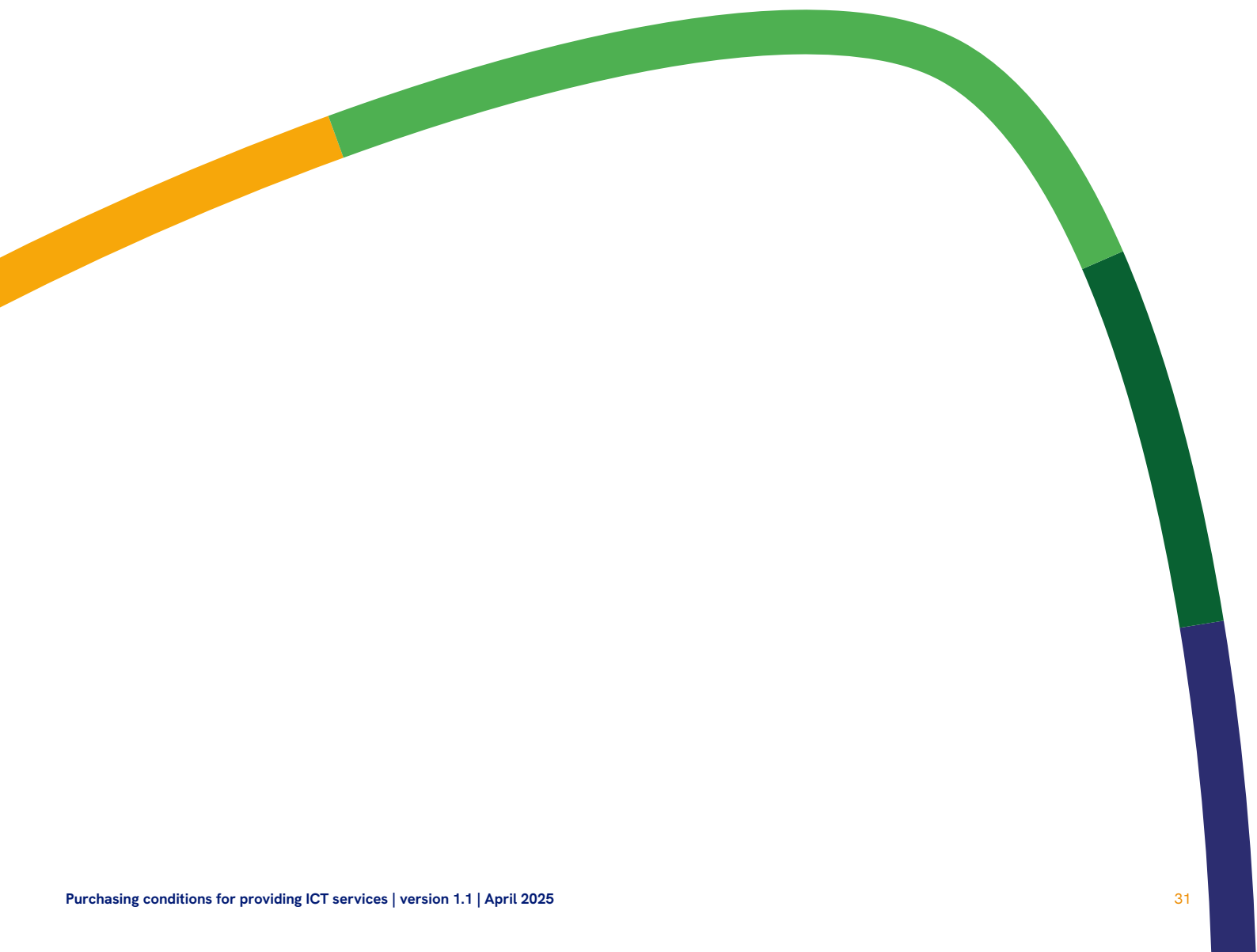
Chapter 4

Price and
payment

Chapter 5

Legal
fineprint

Chapter 1	Chapter 2	Chapter 3	Chapter 4	Chapter 5
About our collaboration	Delivery of ICT services	Requirements for your ICT services	Price and payment	Legal fingerprint



Annex: definitions

Acceptance

Our written approval of (parts of) the (online) service, software, and hardware delivered by you.

Agreement

Any agreement we enter into with you for the purchase of products and the provision of (ICT) services.

Benchmark

An investigation into the market conformity of your prices.

Custom software

Software specifically or exclusively developed for PostNL.

Data

The (personal) data and information provided by us to you under an agreement.

Defect/Defects

An error, malfunction, or other shortcoming in the (online) service, software, and hardware.

Documentation

Manuals, documentation, specifications, and other information describing the (online) service, software, and hardware and their characteristics. Necessary for implementation, installation, use, management, maintenance, and support. It enables users to efficiently and effectively use the (online) service, software, and hardware in accordance with the intended purpose, specifications, and your commitments.

Employee

The person involved in the execution of services for us. This can be yourself or someone working for or on behalf of you. An employee does not have to be employed by you but can also perform services on your behalf.

Escrow

Depositing (a copy of) the source code, application data, or other (technical) data related to software, data, and (online) service with an independent third party. This allows us to independently and at our discretion (have it) applied for the rectification of defects in software, data, and (online) service under certain conditions.

Hardware

Computer equipment, hardware, or other ICT items delivered by you to us under an agreement. Includes accompanying system software, documentation, accessories, and related items.

Maintenance

Maintenance activities to be carried out by you related to the repair, updating, and improvement of (online) service, software, and hardware and the implementation of new versions, releases, patches, and updates of (online) service, software, and hardware.

Malware

Computer virus, trojan horse, bot, drop dead device, back door device, time bomb, or other software routine that is harmful or destructive. Intended to facilitate theft or modification of data or allow unauthorized access or use of a computer system by a third party, or render a computer system unusable, damaged, erased, or disrupt its normal use.

Annex: definitions

Online Service

A service provided online or otherwise by you through communication techniques remotely. Such as hosting, cloud, IaaS, SaaS, PaaS, or ASP services.

Party/Parties

We on one side and you on the other.

Products

The products or items (zaken, article 3:1 Dutch Civil Code) that you will deliver to PostNL. This also includes software and hardware.

Quotation

A document prepared at our request with your offer to deliver services or products to PostNL.

Software

Computer software, including but not limited to application software, system software, firmware, and custom software, wholly or partially, regardless of the data carrier on which it is located. Includes all new versions, releases, patches, updates, copies, documentation, or parts thereof.

Service Levels

The required availability, response times, resolution times, and other performance levels regarding the (online) service, software, and hardware.

Services

All services or activities to be delivered by you mentioned in the order or performed to fulfill the agreement. Also, activities in the IT field and so necessary to deliver the (online) service, hardware, and software fall under this category.

Standard software

Software that is not specifically or exclusively designed or developed for PostNL.

Statement of Payment Behavior

A statement issued by the Tax Authority with which you can demonstrate that there are no tax assessments or other outstanding claims.

Substitute

Person who (temporarily) replaces the Employee.

Supplier dashboard

A progress report providing insight into how your prices compare to similar suppliers.

Support

Services and advice related to the use and functioning of the (online) service, software, and hardware, including maintenance.

T&C

These purchasing conditions.

Annex: definitions

We or PostNL

PostNL N.V. and all affiliated Dutch companies, as referred to in article 2:24a of the Dutch Civil Code. For readability, we do not always use capital letters for we.

Work-around

An alternative solution to a problem.

You or Supplier

The natural person, (personal) partnership, or legal entity that is the counterparty to PostNL regarding an agreement or quotation. For readability, we do not always use capital letters for you.