

General Conditions of Purchase of PostNL N.V.

2017



Contents

A. General provisions 3	
1	Definitions 3
2	Applicability of conditions 3
3	Proposal and formation of an Agreement 4
4	Electronic orders 4
5	Price alterations 4
6	Transfer of rights or obligations 5
7	The environment and hazardous substances 5
8	Social and ethical responsibility 6
9	Inspection 6
10	Billing and payment 7
11	Warranty 7
12	Liability 8
13	Force majeure 8
14	Dissolution 8
15	Intellectual property rights 9
16	Confidentiality / Insider trading prohibition 10
17	Personal data processing 10
18	Business principles 11
19	Deviations from these Conditions 11
20	Jurisdiction and applicable law 11
B. Specific conditions for the provision of goods 12	
21	Delivery of goods 12
22	Transfer of ownership and risk of goods 12
C. Specific conditions in respect of the work/services to be provided 13	
23	Definitions 13
24	Performance of work/services 13
25	Subcontracting to third parties 14
26	Availability and qualifications of the expert 14
27	Hours worked by the Expert(s) 14
28	Rates and fees 15
29	Taxes and social security contributions 16
30	Confidentiality / Insider trading prohibition 16
31	Company security 17
32	Reliability of Experts 17
33	Other conditions relating to Experts 17
34	Foreign Nationals Employment Act 18
35	Wage and information obligations and perpetual clause 19

A. General provisions

Article 1 Definitions

The following definitions shall apply to this Agreement:

Post NL

the Dutch companies affiliated to the public limited company PostNL N.V., having its registered office in The Hague, in accordance with the provisions of Article 2:24a of the Dutch Civil Code;

Agreement

any agreement for the purchase of goods by or on behalf of PostNL and/or the provision of services, under whatever name, to PostNL;

Proposal

a document prepared at the request of PostNL containing the details of an offer made in anticipation of an Agreement;

Supplier

a natural person or legal entity that forms the other Party with respect to PostNL in relation to an Agreement or Proposal;

Parties

PostNL for the one part, and the Supplier for the other part;

Conditions

the present General Conditions of Purchase of PostNL.

Article 2 Applicability of conditions

Except where the Parties explicitly agree otherwise in writing, these Conditions shall apply to all Agreements, Proposals and offers in relation to the purchase of goods by PostNL, as well as the provision of services, under whatever name, to PostNL. Except where explicitly agreed otherwise in writing, the General Conditions of the Supplier shall not apply, even if these are referred to in the Supplier's Proposal.

Article 3

Proposal and formation of an Agreement

1. A Proposal must include at least the name and address/ registered office of the Supplier, a description and total price of the goods offered for sale and/or the services to be performed, the period of validity of the Proposal and the place, time and, in the case of goods, the costs of delivery.
2. Except where explicitly agreed otherwise, PostNL shall not owe the Supplier for any offers or Proposals it requests.
3. Only the following shall constitute the formation of an Agreement between PostNL and the Supplier:
 - a) written acceptance of a Proposal by PostNL;
 - b) if no proposal has been made: an order or commission issued by PostNL, on condition that the order or commission is issued in writing and PostNL receives a confirmation from the Supplier in writing within ten days of the date of the order or commission;
 - c) verbal acceptance of a Proposal by PostNL or an order or commission issued verbally by PostNL. A proposal accepted or a commission issued in this manner shall only be valid if PostNL receives written confirmation from the Supplier within three days and this confirmation is not disputed by PostNL.
4. Except where the Parties explicitly agree otherwise in writing, all agreed prices shall include all costs of transport to the delivery address provided by PostNL, and any other duties or charges payable to third parties.
5. 'Written' or 'in writing' in this article shall mean any message sent by an authorised representative of either of the Parties by means of post, fax or e-mail or a data line agreed between PostNL and the Supplier for the purposes of placing electronic orders.

Article 4

Electronic orders

1. The Supplier shall lend its cooperation for electronic ordering by PostNL. If PostNL opts to use electronic ordering, PostNL and the Supplier shall consult with each other regarding the consequences this may have for the previously agreed conditions and prices of the purchased goods and/or services to be provided.
2. If PostNL and the Supplier are unable to reach agreement regarding the conditions and/or prices that apply in the case of electronic orders, PostNL shall have the right to terminate the previously concluded Agreement by means of written notification to the Supplier and with due observance of a period of notice of one month.

Article 5

Price alterations

1. The Supplier may alter an agreed price unilaterally only where an option to do so has been specifically agreed in writing. The Agreement must in this case state what circumstances may give rise to such an alteration and to what extent alterations in the prices of materials, exchange rates, and other costs, with the exception of profit taxes, will be passed on.
2. Where an option to alter prices has been agreed, this will not affect the prices of previously placed orders.
3. A price alteration may not be made in contravention of any governmental rules or regulations on pricing.

Article 6

Transfer of rights or obligations

1. The Supplier may not transfer any obligations arising from the Agreement, either in whole or in part, to a third party without the prior written consent of PostNL. Any such consent may be subject to conditions.
2. Receivables may not be assigned to PostNL without the prior written consent of PostNL.

Article 7

The environment and hazardous substances

1. The Supplier warrants that no substances were used in the provision of goods or services that are considered by Dutch or international legislation as being harmful to humans, the environment or property.
2. The Supplier warrants that all goods supplied have been packed and transported in accordance with Dutch and international legislation and/or prevailing sector agreements.
3. At the request of PostNL, the Supplier shall remove without charge any packing materials used.
4. Prior to the first delivery of the goods or services, the Supplier shall inform PostNL in writing whether any materials or products used, either on their own or in combination with other materials or products, might constitute a hazard for humans, the environment or property. In the event of the foregoing, PostNL shall be entitled to cancel any orders without liability for payment.
5. Prior to the first delivery of the goods or services, the Supplier shall inform PostNL in writing whether any use of the goods results in waste products, or whether the goods themselves constitute waste products, the removal and/or processing of which is subject to legal provisions. In the event of the foregoing, PostNL shall be entitled to cancel any orders without liability for payment.
6. The Supplier shall adopt a proactive attitude and where possible be innovative in improving environmental performance in connection with the goods or services to be delivered, whereby avoidance and/or reduction of air emissions related to energy or transport is expressly preferential.
7. At the first request of PostNL, the Supplier shall make available to PostNL all relevant information pertaining to the environmental impact of the goods and services.
8. The Supplier warrants that all information it provides is correct and complete.

Article 8

Social and ethical responsibility

1. The Supplier shall act in accordance with the prevailing Dutch and international legislation with regard to working conditions, welfare and safety of the employees.
2. The Supplier shall accept ultimate responsibility and ensure that products and services wholly or partially obtained from third parties are not in breach of Dutch and international legislation with regard to working conditions, welfare and safety of the employees.
3. The Supplier shall adopt a proactive attitude and where possible be innovative in improving social and ethical aspects relating to the goods or services to be delivered.
4. At the request of PostNL, the Supplier shall without charge provide information regarding the results achieved with regard to working conditions, welfare and safety of the employees and social responsibility.
5. At the request of PostNL, the Supplier shall, at no cost to PostNL, present proof of any certification deemed relevant by PostNL (ISO, IIP, OHSAS, ISAE 3402, etc.).
6. The Supplier warrants that all information it provides is correct and complete.

Article 9

Inspection

1. At the request of PostNL, the Supplier shall allow PostNL to inspect goods that have been delivered (or partially delivered) or are due for delivery and/or services that have been provided (or partially provided) or are due to be provided for compliance with statutory provisions or other specifications agreed between the Parties. On request, the Supplier shall provide testing and measuring equipment without charge and provide support staff.
2. PostNL reserves the right to have the goods delivered (or partially delivered) and/or services provided (or partially provided) inspected by an independent testing institute. If the institute rejects the goods and/or services, the costs of the inspection shall be borne by the Supplier.
3. Without prejudice to the provisions of Article 11, PostNL's right to reject goods shall lapse if it does not give the Supplier written notice to that effect within thirty days of delivery.
4. If goods and/or services are rejected, PostNL may set a period in which the Supplier can replace the rejected goods and/or reprovide the rejected services. If the Supplier is unable to provide the goods and/or service within the set period, it shall be in default by law, and must immediately reimburse PostNL for any sums already paid; without prejudice to the provisions of Article 12, no notice of default shall be required.
5. If delivery of goods or provision of services is made in instalments, each instalment shall be inspected individually. The Supplier shall not object to the rejection of a consignment or instalment on the grounds that a previous consignment or instalment was approved.
6. If goods are rejected, the risk for and ownership thereof shall be deemed to have never been transferred to PostNL.
7. Goods that have been rejected after delivery shall be available for collection by the Supplier between the third and eleventh day after notice of rejection was given. After that time, PostNL may return the goods to the Supplier at the Supplier's own risk and expense or store the goods at the Supplier's own risk and expense.
8. If the Supplier refuses goods returned under Article 9, paragraph 7 or if the Supplier refuses to collect goods stored under Article 9, paragraph 7, PostNL shall have the right to offer them for public sale two months after the Supplier has been given notice of the intended sale. Any proceeds of the sale remaining after deduction of the costs of the sale and any sums owed by the Supplier to PostNL shall be remitted to the Supplier.

Article 10

Billing and payment

1. Invoices must quote the corresponding order number and must be sent to the specified billing address. Except where agreed otherwise, the invoice amount will be shown in euros.
2. Payment shall be made no later than sixty (60) days after PostNL's financial administration receives the correct invoice, on understanding that the invoice may not be sent prior to delivery of goods and/or provision of the services. The payment date will be deemed to be the date on which the due amounts are withdrawn from PostNL's account. The Supplier and PostNL have the right to commit to another (longer) term of payment in the Agreement.
3. If the Supplier has failed to comply fully with any obligations applying under the Agreement or these Conditions, PostNL shall have the right to suspend payment to the Supplier.
4. If payment does not occur within the period referred to in Article 10, paragraph 2, and PostNL fails to make the payment within a reasonable notice of default period, the Supplier shall have the right to charge PostNL the statutory interest.
5. If the Supplier owes money to PostNL, the amount owed may be shown on the invoice as a credit.
6. Advance payments shall only be made when agreed in writing. If the Supplier fails to meet a delivery deadline, it shall be liable for interest on any advance payments that have been made until delivery takes place. Interest shall be calculated at the statutory rate. Before making an advance payment, PostNL may require the Supplier to provide an acceptable bank guarantee for an amount equal to the advance payment. Bank guarantees are at all times for the account of the Supplier.
7. Except where agreed otherwise, payments shall be made only by bank transfer in euros to a bank or giro account held by the Supplier at a bank in the Netherlands.
8. The payment of an invoice does not of itself constitute consent that the obligations under the Agreement have been satisfactorily discharged, and does not in any way entail a limitation of the rights of PostNL.

Article 11

Warranty

1. The Supplier warrants that the goods supplied and services provided are fit for the purposes for which they are intended and guarantees the accuracy of the specifications provided. The Supplier also guarantees that the goods delivered and/or services provided comply with all relevant statutory regulations and the specifications agreed with PostNL.
2. If the goods delivered show defects within twenty-four months of delivery, or any longer period customary for the Supplier, and these are not caused by normal wear and tear or injudicious use, the Supplier shall replace, repair or otherwise make good the defects at its own expense. Defects in goods delivered and/or services provided shall include material and/or manufacturing faults. A similar obligation to make good any defects applies to the provision of services during a period of twenty-four months after the said services have been provided.
3. Defects as referred to in Article 11, paragraph 2 shall be made good at the earliest possible opportunity, but no later than ten working days after the Supplier has been notified by or on behalf of PostNL of the defect. If the Supplier fails to make good the defects within this period of time to the satisfaction of PostNL, PostNL shall be entitled to have the defects made good at the Supplier's expense.
4. The Supplier guarantees that the goods and/or services provided do not infringe the intellectual property rights of third parties, and are not unlawful towards such third parties.
5. The Supplier guarantees that third parties contracted by the Supplier do not have intellectual property rights as referred to in Article 15, paragraph 1 in any goods and/or services provided by the Supplier.

Article 12

Liability

1. Each of the Parties shall be liable for all damage, whether direct or indirect, caused to the other Party as a result of any shortcoming in the discharge of its obligations to the other Party.
2. If the Supplier delivers products or makes use of products in the provision of services, it shall indemnify PostNL against third-party claims in respect of 'defective products' (gebrekkige producten) within the meaning of the provisions of the Dutch Civil Code on product liability.
3. The Supplier shall indemnify PostNL against third-party claims in respect of the infringement of rights, including intellectual property rights, of those third parties.

Article 13

Force majeure

1. In the event of force majeure on the part of the Supplier, PostNL shall be entitled to either suspend performance of the Agreement for the duration of the force majeure or to dissolve the Agreement without judicial intervention, either in whole or in part, by giving written notice to that effect.
2. For the purposes of these Conditions, force majeure shall not be construed to include the fact that the Supplier cannot meet its obligations due to the failure of a third party to meet its obligations (on time) to the Supplier.
3. On penalty of forfeiture of the right to invoke force majeure, either of the Parties may invoke force majeure by notifying the other Party in writing immediately, but no later than three working days after the existence of the force majeure.
4. The Party dissolving the Agreement under the provisions of this article shall not be held liable for compensation or damages as a result.
5. Article 14, paragraph 2 shall apply by analogy to dissolution of the Agreement under the provisions of this article.

Article 14

Dissolution

1. If, after receiving notice of default by registered letter, one of the Parties fails to meet its obligations under the Agreement, the other Party shall be entitled to dissolve the Agreement without judicial intervention. The Party whose failings led to the dissolution of the Agreement shall be liable to compensate the other Party for damages.
2. PostNL shall be entitled to dissolve part of the Agreement insofar as the failings relate to part of the goods delivered and/or services provided. In the event of partial dissolution, consideration shall remain due pro rata.
3. If PostNL is entitled to dissolve the Agreement in whole or in part under this article, PostNL may contract the further performance of the Agreement in whole or in part to another party at the expense of the Supplier and without further notice of default or judicial intervention being required. PostNL shall also have this right in the event of a situation as referred to in Article 14, paragraph 4(b).
4. PostNL shall also have the right to immediately dissolve the Agreement without judicial intervention and without notice of default if:
 - a) the Supplier is declared bankrupt, awarded a suspension of payments order, or either part or all of the Supplier's business goes into liquidation;
 - b) any benefit, in any form whatsoever, is promised, offered or provided to employees of PostNL by or on behalf of the Supplier, its representative or its employees.

Article 15

Intellectual property rights

1. All rights in intellectual property that arise under the Agreement and are exercisable in the broadest sense of the word, including but not limited to copyrights, designs, trademarks, patents and databases, shall become property of PostNL.
2. The Supplier shall transfer the rights referred to in Article 15, paragraph 1 to PostNL under the terms of the Agreement, and the transfer shall be accepted immediately after such rights come into existence; PostNL's signature of the Agreement indicates this acceptance. If the transfer of such rights needs to be recorded in writing, the Supplier shall offer PostNL its full assistance in achieving this upon the first request of PostNL.
3. If the Agreement brings about a work in which a copyright exists, Article 15, paragraph 1 shall apply in full force to any future rights to publication and reproduction that do not exist at the time the Agreement is concluded.
4. The Supplier is obliged to inform PostNL of the inception of the rights referred to in the first paragraph of this article.
5. Subject to the restrictions of section 25 of the Copyright Act 1912 (Auteurswet 1912), the Supplier waives its right to object to publication of works without mention of the name or other mark(s) of the maker(s) and to alterations and the name of the copyrighted works.
6. Any fees or charges payable for the registration of rights in intellectual property shall be borne by PostNL. The Supplier hereby irrevocably authorises PostNL to register intellectual property rights, and/or the transfer of those rights to PostNL, with the relevant authorities.
7. Where computer software is supplied, the Supplier shall refrain from making available the computer software and the results of preparations thereof in any form whatsoever to third parties without the prior written consent of PostNL. PostNL shall have the right to attach conditions to this consent.
8. Article 15, paragraphs 1 to 7 shall apply in full force to third parties contracted by the Supplier. To this end, the Supplier's agreements shall explicitly include stipulations such that the provisions of Article 15, paragraphs 1 to 7 are observed by those third parties.
9. In the event of disagreement between the Parties concerning intellectual property rights that arose under the Agreement, such rights shall in principle belong to PostNL, save for evidence to the contrary.

Article 16

Confidentiality / Insider trading prohibition

1. The Supplier shall not publicise the Agreement with PostNL without the prior written consent of PostNL.
2. In respect of information provided by PostNL to the supplier, which could reasonably be expected to be confidential, the Supplier undertakes to:
 - a) treat this information in the strictest confidence;
 - b) take all reasonable measures necessary to ensure the secure storage of the information;
 - c) only distribute the information provided to it within the organisation of the Parties on a need-to-know basis;
 - d) only retain the information for as long as is reasonably necessary for the performance of the order and immediately return this information, including any copies thereof, to PostNL once the order has been fully completed or, following approval, destroy the information, in which case proof of destruction shall be submitted to PostNL.
3. The restrictions applying to the information referred to in Article 16, paragraph 2 shall not apply if:
 - a) the information is already publicly available or becomes publicly available other than through violation of this confidentiality clause;
 - b) PostNL has explicitly confirmed that this confidentiality clause does not apply to said information;
 - c) the information is deemed to have been made public through an obligation imposed by law or by a supervisory body.
4. The Parties undertake to treat all information concerning the other Party, which they know or could reasonably expect to be confidential, in the strictest confidence and to impose the same confidentiality obligation on their employees.
5. Without prejudice to the right to compensation and other legal rights, PostNL shall, in the event of violation of the confidentiality obligations by the Supplier, have the right to collect an immediately payable penalty of EUR 10,000 per violation. The Supplier shall immediately pay the amount to PostNL as soon as it has been notified of its violation of this confidentiality clause.
6. The Supplier shall not trade in PostNL shares or recommend third parties to do so if the Supplier has access to price-sensitive information relating to PostNL. The Supplier warrants that its employees and any third parties it uses are aware of this insider trading clause.
7. Without prejudice to the right to compensation and other legal rights, PostNL shall, in the event of violation of the insider trading prohibition regarding PostNL shares referred to in Article 16, paragraph 6, have the right to collect an immediately payable penalty of EUR 10,000 per violation. The Supplier shall immediately pay the amount to PostNL as soon as it has been notified of its violation of this clause.
8. The obligations referred to in this article shall be without prejudice to the obligations of the Supplier under the Financial Supervision Act (Wet op het Financieel Toezicht).

Article 17

Personal data processing

1. In complying with its obligations arising from an Agreement the Supplier shall adhere to all applicable legislation and regulations in respect of the protection of the personal data that relates to PostNL, such as that concerning employees, customers, contact persons and business relations.
2. If in complying with its obligations arising from an Agreement the Supplier processes personal data that relates to PostNL, the Parties shall enter into a separate data processing agreement whereby the model data processing agreement of PostNL shall form the guiding principle.
3. The supervision of the Supplier's compliance with the obligations in pursuance of this article and the applicable data processing agreement falls under the responsibility of the Chief Privacy Officer of PostNL (privacy@postnl.nl).

Article 18

Business principles

The Supplier is familiar with the business principles employed by PostNL. The Supplier endorses these principles and shall fulfil their provisions. If PostNL ascertains that the Supplier does not adhere to the PostNL business principles PostNL is entitled to immediately dissolve the Agreement and to

recover any loss or damage suffered by it from the Supplier. Dissolution will not under any circumstances lead to liability of PostNL for compensation towards the Supplier.

Article 19

Deviations from these Conditions

1. Any further agreements between the Parties relating to the stipulations of these Conditions shall supersede the provisions contained herein if recorded in writing and signed by both Parties.
2. The applicability of the general conditions of the Supplier is explicitly rejected.
3. PostNL reserves the right to amend or supplement these Conditions. Any amendments or supplements to these Conditions shall take effect thirty days after they are announced or on a different date as stated in a written notification or in an announcement on the website of PostNL.
4. If the Supplier does not wish to accept an amendment of the Conditions as referred to in Article 19, paragraph 3, it shall be entitled to terminate the Agreement with effect from the date that the amendment takes effect, by giving notice in writing. PostNL must be in receipt of such notice before the date the amendment takes effect.

Article 20

Jurisdiction and applicable law

1. Agreements, Proposals and these Conditions shall be governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods, 1980 (Treaty Journal of the Kingdom of the Netherlands 1981, 184 and 1986, 61) shall not apply.
2. All disputes on the content or interpretation of these Conditions and on the formation, content or implementation of an Agreement to which these Conditions apply shall be submitted to the competent court in The Hague.

B. Specific conditions for the provision of goods

Article 21

Delivery of goods

1. Delivery shall be deemed to have taken place when the Supplier hands over the ordered goods on the agreed date, properly packed, in accordance with the agreed specifications, at the location agreed when the Agreement was made, or as agreed at some later time, and an authorised signatory of PostNL has signed the appropriate transport document for receipt of the goods with his or her name and signature.
2. The order number of the order must appear on the consignment. Each order must also be accompanied by the appropriate transport document and a packing list stating: name and order, date of dispatch, the quantity, brands and codes of the items, the packing methods, batch sizes and a description of the goods.
3. Delivery may only take place at a location or time other than as agreed with the prior written consent of PostNL.
4. If the Supplier fails to make delivery by the agreed delivery time or within the agreed delivery period, it shall be in default, except in the event of force majeure. Except in cases of force majeure, PostNL shall, without judicial intervention, be entitled to charge the Supplier a penalty at the rate of 0.5% of the agreed price for each working day that the delivery period is exceeded, subject to a maximum of 25% of the agreed price and without prejudice to the obligation of the Supplier to compensate any damages incurred by PostNL where such damages exceed the amount of the penalty. If delivery is made in parts, the penalty shall be calculated pro rata, as a proportion of the parts in question, except where late delivery of the supplied goods renders them unsuitable for their purpose, in which case the full penalty shall be levied.

Article 22

Transfer of ownership and risk of goods

1. The risk of damage or loss of the goods shall be borne by the Supplier until delivery of the goods has taken place at the agreed location.
2. Insofar as ownership has not been transferred at an earlier time and without prejudice to the right of PostNL to reject the goods under Article 9, ownership of the goods shall transfer to PostNL no later than at the time of delivery.
3. If any statutory or contractual provision provides for transfer of ownership prior to delivery, PostNL shall be entitled to demand a statement of transfer of ownership from the Supplier in order to secure its title in the goods. Goods for which ownership has already been transferred to PostNL shall be kept distinct from other goods of a similar type. Except where agreed otherwise, Article 22, paragraph 1 shall remain unaffected by any transfer of ownership prior to delivery.
4. All goods and documents provided by PostNL to the Supplier in the performance of the Agreement remain the property of PostNL. The Supplier shall return such goods or documents to PostNL immediately upon completion of the work, or at an earlier time if this can be reasonably expected of the Supplier.
5. All goods developed and/or manufactured by the Supplier in the performance of the Agreement, including but not limited to drawings, sketches, moulds, templates, prototypes, computer programs in source code, object code and/or hard copy, the corresponding documentation and other resources, shall become the property of PostNL upon their manufacture.

C. Specific conditions in respect of the work/ services to be provided

Article 23 Definitions

Expert

a person employed by or on behalf of the Supplier who possesses qualifications and/or expertise and/or experience in certain specialised fields or work/services relevant to work/ services to be provided to PostNL.

Replacement

a person who (temporarily) replaces an Expert and meets the above definition of an Expert.

Article 24 Performance of work/services

1. The work/services shall be provided in accordance with the requirements set out in the order and in observance of the requirements of good workmanship, without any additional costs whatsoever, at the agreed location, at the agreed time, in the agreed quantity, according to the agreed quality and for the agreed price.
2. If the work/services must be performed at the PostNL location, this shall occur on working days during the normal office hours of PostNL, except where explicitly agreed otherwise.
3. If PostNL so requires, the Supplier shall provide a written statement of the personal details (and any changes therein) and qualifications relevant to the performance of the work/services of the Expert(s) that perform(s) or will perform the work/services.
4. If the Supplier uses resources or support staff of PostNL in the performance of the services, PostNL shall have the right to charge a fee to the Supplier for this purpose.
5. Article 21, paragraph 4 shall apply by analogy to the performance of requested work/services.
6. As soon as the Supplier is aware or expects that the delivery cannot take place at the agreed time or that the work/services cannot be performed during the agreed period, it shall immediately notify PostNL of this in writing, stating the cause of the delay, the measures it has taken or shall take and the expected duration of the delay, failing which the Supplier may no longer seek recourse to these circumstances at a later time. PostNL shall inform the Supplier as to whether the delivery time can be postponed or whether the agreed period can be extended. In the event of extension, the Parties shall agree a new delivery date or period.

Article 25

Subcontracting to third parties

The Supplier shall itself perform the work/services stipulated in the order, or have the work/services performed by persons employed by it and approved by PostNL. The Supplier may only have the work/services performed by third parties with the prior written consent of PostNL (which consent may be subject to conditions).

The Supplier shall in such circumstances remain fully responsible for the work/services commissioned to it and shall impose these Conditions and the other conditions agreed between the Parties on any third party it contracts.

Article 26

Availability and qualifications of the expert

1. The Supplier shall make available to PostNL the Expert named in the Agreement for the period of time stated therein. The Expert shall perform the work/services:
 - a) for the number of hours per week stated in the Agreement.
2. Departures from the provisions in Article 26, paragraph 1 (including but not confined to overtime and/or standby duty) shall not be permitted without the prior written consent of PostNL. PostNL shall determine workable days and working times within the contractual period after consulting with the Expert involved.
3. The Parties may agree a familiarisation period at the Supplier's expense for each individual Agreement if the Expert in question has not previously performed work/services for the PostNL entity in question. PostNL and the Supplier shall agree any familiarisation period separately and shall define it in the Agreement.
4. The Supplier shall ensure that the Expert observes the working instructions and/or directions given by PostNL or on its behalf.
5. Under no circumstances whatsoever shall the Supplier or Expert be authorised to act as the PostNL's representative or agent.
6. The Supplier may replace an Expert subject to the prior written consent of PostNL. PostNL shall not refuse its consent on unreasonable grounds. However, PostNL shall have the right to refuse a Substitute proposed by the Supplier without being under obligation to have the Expert replaced by the same Supplier.
7. The Supplier shall pay the costs of a familiarisation period for a Substitute. The duration of a familiarisation period shall be agreed in advance. To the extent possible, the Expert to be replaced shall work alongside the Substitute during the familiarisation period to familiarise him with the work.
8. The Supplier shall immediately inform PostNL if the Expert is sick, unfit for work, dismissed and/or absent. PostNL and the Supplier shall then consult with each other to determine whether a Substitute needs to be appointed and how and when a Substitute will continue the work/services.

Article 27

Hours worked by the Expert(s)

When determining the number of hours worked by the Expert contracted to perform the work/services, the Supplier shall at PostNL's discretion use a timesheet, wage slip or other means of verification and, at the request of PostNL, shall allow PostNL to inspect such documents in a manner indicated by PostNL.

Article 28

Rates and fees

1. Except where agreed otherwise in the Agreement, the rates stated in the Agreement shall apply for the entire term thereof.
2. Only surcharges stipulated in the Agreement shall apply in addition to the rate to work/services performed outside office hours, overtime and standby duty.
3. Except where agreed otherwise in the Agreement, travelling and accommodation expenses shall be included in the rate and neither travelling expenses nor travelling time may be charged separately. Travelling and accommodation expenses and travelling time may be charged at agreed fixed rates only for an authorised journey undertaken on PostNL's instructions with a point of departure and destination that differ from the agreed place of work.
4. Unless agreed otherwise in the Agreement, all other costs, such as office, secretarial, administrative and other additional costs, are included in the rate and may not be claimed separately.

Article 29

Taxes and social security contributions

1. The Supplier is and shall remain responsible and liable for fulfilling all tax and social security obligations resting upon it or any third parties/third-party legal entities it contracts under an Agreement. The Supplier shall indemnify PostNL against all claims regarding these matters.
2. A Supplier employing personnel contracted under the performance of an Agreement shall, at the request of PostNL, provide a Statement of Payment History regarding Subcontractor Liability and Temporary Employer's Liability (Verklaring betalingsgedrag keten- en inlenersaansprakelijkheid) issued recently by the tax authorities (Belastingdienst) proving timely and full payment of value added tax, wage tax, social security contributions and/or employee's insurance contributions for Expert(s) and Substitute(s) contracted in the performance of an Agreement. The Statements of Payment History may, at the request of PostNL, also be extended to third parties/third-party legal entities used by the Supplier in the performance of an Agreement. If the Supplier fails to fulfil this obligation within thirty days of the request, PostNL shall have the right to suspend all payments to the Supplier under an Agreement and to dissolve the Agreement with immediate effect in accordance with the provisions of Article 14.
3. Without prejudice to the provisions of Article 29, paragraph 2, PostNL may at its discretion allow the Statements of Payment History referred to in Article 29, paragraph 2 to be provided in the form of a statement by an auditor appointed in consultation with PostNL. All costs incurred in relation to the auditor's statement shall be borne by the Supplier.
4. At PostNL's request, the Supplier must accompany invoices with a timesheet showing which persons have been employed where, on which days and for how many hours per day for the work/services. The personal details must include the name and date of birth. The Supplier shall also declare that the persons named were employed by the Supplier or its subcontractors during the period in which the work/services were performed and included in the payroll during each payment period.
5. If the Supplier fails to pay, deduct or transfer wage tax, VAT, national insurance contributions or employee insurance contributions or fails to do so on time, PostNL shall have the right to dissolve the Agreement with immediate effect in accordance with the provisions of Article 14.
6. Without prejudice to the provisions of the previous paragraphs, PostNL shall at all times be entitled to request the Supplier to open a blocked account (G-rekening) or the equivalent thereof under the law prevailing at the time to allow PostNL to deduct the contributions and taxes, as referred to in the previous paragraphs, over the agreed rates and fees and transfer these amounts to the blocked account for payment to the tax authorities (Belastingdienst). PostNL shall also be entitled to deduct the contributions and taxes referred to in the previous paragraphs from the agreed rates and to transfer these amounts directly into the bank account of the tax authorities.
7. If the Supplier uses third parties in performance of Agreements concluded under these Conditions in accordance with the provisions of Article 25, the Supplier shall impose on such third parties the same obligations as those contained in this Article 29.

Article 30

Confidentiality / Insider trading prohibition

1. The Supplier shall ensure that its Experts and/or third parties it uses are familiar with the obligations arising from Article 16 and that they strictly observe these obligations.
2. The Supplier shall prohibit Experts from taking with them materials, diskettes, papers and other documentation and other information carriers, containing information and/or data, without the prior written consent of PostNL. If an Agreement is terminated or dissolved, in the interim or otherwise, the Supplier shall ensure that all materials, diskettes, papers, documentation and any other information carriers, containing information and/or data, originating from PostNL are immediately returned to PostNL.

Article 31

Company security

1. If the work/services are performed to any extent on the premises of PostNL, the Supplier shall observe PostNL's access control rules that are known to it or with which it may reasonably be expected to be familiar. The Supplier shall take such measures as may be necessary to ensure that persons supplied for performance of an Agreement observe these rules.
2. The Supplier shall take sufficient measures to ensure that an Expert observes PostNL's written rules made known to the Expert with a view to maximising the security of its organisation.
3. In the event of theft, embezzlement, fraud, bullying, aggression, vandalism, discrimination, sexual harassment, drug or alcohol abuse or other culpable conduct on the part of the Expert, the employment shall be terminated with immediate effect and any future working relations with the Supplier ruled out.
4. If the working relations is terminated due to the conduct referred to in Article 31, paragraph 3 or any other reason imputable to the persons supplied, PostNL may decide to enter the details of the Expert in the NOR (Negative Termination of Employment Registration) information system of PostNL. The following information must be made immediately available to an authorised company investigator of the Audit & Security department or to a duly authorised PostNL employee: surname, surname prefixes (such as 'de' or 'van') and initials, date and place of birth and the current address.

Article 32

Reliability of Experts

1. At the request of PostNL, the Supplier must where appropriate offer full assistance with the pre-employment screening/examination of antecedents of Experts and third Parties as referred to in article 25 to be engaged at PostNL.
2. The Supplier shall have an Agreement performed only by Experts who are reliable in every respect.
3. At the request of PostNL, the Supplier shall provide relevant personal details of an Expert involved in performance of an Agreement.
4. The Supplier guarantees that the Expert is in possession of a Certificate of Good Behaviour (Verklaring omtrent het gedrag) issued by his or her municipality in regard to the performance of the work/services, unless PostNL deems this unnecessary. The costs incurred in this respect shall be borne by the Supplier. If the Expert fails to produce such a certificate, the Expert shall not be permitted to perform the work/services.

Article 33

Other conditions relating to Experts

1. At the request of PostNL, the Supplier shall ensure that the Expert will not be employed at competitors of PostNL for a maximum period of one year after termination of an Agreement.
2. During the term of an Agreement and for a period of one year after termination of the Agreement, the Supplier shall refrain from employing any employees of PostNL involved in the performance of the said Agreement without the prior written consent of PostNL.

Article 34

Foreign Nationals Employment Act

1. The Supplier guarantees to PostNL that it will observe the obligations arising from the Foreign Nationals Employment Act (Wet Arbeid Vreemdelingen - WAV) and the applicable (ministerial) regulations and decrees based upon it. This entails, among other things, that the Supplier will only deploy its own employees and/or those of third parties who are permitted to perform the work in question for PostNL in the Netherlands. If a residence and/or work permit and/or a combined residence and work permit is necessary for this purpose, the Supplier is responsible for the verification of the required documents prior to the commencement of the work to be performed, and shall guarantee the validity of this permit or permits for the duration of the work. If the permit or permits are about to expire, or prove to be invalid, the Supplier shall notify PostNL of this as soon as possible and/or proactively. If a person deployed by the Supplier at PostNL qualifies as a foreign national within the meaning of the WAV, the Supplier shall provide PostNL with a copy of the valid identity card of this person to be deployed by it at PostNL, and a copy of a valid residence and/or work permit and/or combined residence and work permit issued to this person, prior to the commencement of the work to be performed.
2. In the event that the contravention of/noncompliance with the provisions stated above in paragraph 1 of this article leads to one or more penalties being imposed upon PostNL by the Ministry of Social Affairs and Employment, the Supplier shall fully reimburse this penalty or penalties to PostNL at PostNL's first request. An amount equivalent to that of the imposed penalty or penalties can also be directly deducted by PostNL from the outstanding payments to the Supplier.
3. The Parties recognise that under the provisions of the WAV PostNL may be called to account by the competent authorities, whereas it is not (always) possible for it to ascertain whether employees of the Supplier and/or third parties deployed by it comply with the WAV and the applicable (ministerial) regulations and decrees based upon it. Contravention by the Supplier of the provisions of this article will lead to default in its compliance with its obligations. All loss or damage arising from this, including but not limited to (legal) expenses, interest and/or one or more penalties that are imposed upon PostNL (in addition to the penalty or penalties referred to in paragraph 2 of this article) will be fully reimbursed to PostNL by the Supplier. An amount equivalent to that of this loss or damage can also be directly deducted by PostNL from the outstanding payments to the Supplier.
4. If a government agency carries out an inspection or investigation at the Supplier concerning PostNL in relation to the obligations under paragraphs 1 and 2 of this article and/or under the WAV, the Supplier will notify PostNL of this immediately and also provide PostNL (as far as possible) with all the necessary information that can be of importance to PostNL to make an estimate of whether a contravention has been or will be ascertained. The Supplier indemnifies PostNL against claims of third parties in respect of wages pursuant to article 23 of the WAV and articles 7:616a and 616b of the Dutch Civil Code.
5. PostNL reserves the right to terminate the Agreement (or a part thereof), without the observance of a period of notice, if the Supplier has not or has not fully complied with one or more of the obligations under paragraphs 1 to 4 of this article.

Article 35

Wage and information obligations and perpetual clause

1. The Supplier must comply with the following (information) obligations in respect of the Expert(s) employed by the Supplier, insofar as this arises for the Supplier under the applicable legislation and regulations:
 - a) The Supplier shall adhere to the applicable legislation and regulations in the field of employment conditions, and to the Collective Labour Agreement that is applicable to it and its employees;
 - b) The Supplier shall establish all agreements in respect of employment conditions in a transparent and accessible manner;
 - c) The Supplier shall grant access to these agreements in respect of employment conditions to the competent authorities on request and without delay, and shall cooperate with inspections, audits or wage validation;
 - d) The Supplier shall grant access to these agreements in respect of employment conditions to PostNL on request and without delay if PostNL considers this necessary in connection with (the avoidance of) an action to recover back wages for work carried out.
2. The Supplier undertakes to impose the (information) obligations as stated in paragraph 1 of this article in full and in writing upon all parties with which it enters into contracts, and also to stipulate that these parties subsequently impose these obligations in full upon all parties with which they enter into contracts in their turn.
3. If PostNL has the suspicion of a situation of abuse at the Supplier, this shall be acted upon by PostNL.

For more information please call +31 88 868 68 68 or visit our website postnl.nl

