GENERAL PURCHASE CONDITIONS

1. DEFINITIONS
   a. Customer means Stichting The Ocean Cleanup (collectively, the “Supplier”).
   b. Goods means the goods, products, materials, liquids, equipment, design, services, and/or any pertinent documents to be supplied as specified in the Purchase Order.
   c. Performance means the performance of the Purchase Order.
   d. Performance price means the fixed or variable amount due for a given deliverable or service.
   e. Performance time means the time period within which a deliverable or service is due.
   f. Price means the price(s) stated in the Purchase Order.
   g. Purchase Order means the order issued by Customer.
   h. Supplier means the firm, company, or entity identified in the Purchase Order as the Supplier of the Goods and/or the Services.
   i. Supplier’s invoices means any invoice(s) submitted by Supplier.
   j. Supplier’s signature means any signature of Supplier.
   k. Supplier’s work means any work performed by Supplier.
   l. Termination or cancellation means the termination or cancellation of the Purchase Order.
   m. Payment means any payment received by Supplier.
   n. Transfer of ownership means the transfer of ownership of the Goods.
   o. Indemnification means the indemnification of Supplier.
   p. Services means the services to be performed under the Purchase Order.

2. PURCHASE ORDER
   a. The Purchase Order shall be issued by Customer in writing, by facsimile, electronically, or otherwise, and will be binding on all Parties upon Supplier’s acceptance of the offer by Supplier. Customer shall have the right at any time to amend or cancel the Purchase Order in whole or in part by written notice to Supplier. Supplier shall have the right at any time to amend or cancel the Purchase Order in whole or in part by written notice to Customer. The amended or cancelled Purchase Order shall become effective as of the date of receipt by Supplier or Customer, as applicable.
   b. The Purchase Order shall be considered a formal contract between Customer and Supplier and shall be binding on both Parties. The Purchase Order shall be effective upon the acceptance of the offer by Supplier.
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3. PURCHASE ORDERgewicht
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on Customer’s premises or project locations or who fails to fully comply with Customer’s requirements or regulations included, or specific instructions.

6. PERFORMANCE
a. Payments.
   1) In order to assure that the Goods and/or the Services will comply with the requirements of the Purchase Order, Supplier shall (i) diligently and continuously supervise the Goods and/or the Services as well as the performance of the Supplier and (ii) ensure that Customer or its nominee has the opportunity to inspect the Goods and/or the performance of the Services at any time and place during and after the performance of the Services and/or the manufacture/production, construction, assembly, testing or commissioning of the Goods, either at Supplier’s location or wherever else the Services and/or the Goods may be manufactured/produced.

3) Supplier shall timely notify Customer of all tests to be performed by Supplier. Customer shall be entitled to attend these tests or to have them attended by an expert it nominates.

4) Performance or non-performance of any inspection, check or test does not relieve Supplier of any obligation, warranty or liability under the Purchase Order.

b. Acceptance.
   Payment, use or (re)sale of the Goods and/or Services does not imply acceptance of the Goods and/or Services. Client’s question by Customer. Final, provisional or partial acceptance of the Goods and/or Services shall only be binding upon Customer’s express written consent.

c. Non-compliance.
   If the Goods and/or the Services are not in conformity with the Customer specifications, the Customer may, at no cost to Customer, choose between:
   • having the non-conformity corrected by the Supplier;
   • replacement of the Goods and/or the Services by the Supplier;
   • cost to replace the Goods and/or the Services with those which are in conformity with the specifications;
   • termination of the Purchase Order in whole or in part and return of the Goods already delivered and/or the return of the deliverables at issue in exchange for re-payment of any fees already paid by Customer.

All of this without prejudice to Customer’s rights to claim damages and other compensation.

d. Warranty of Goods. Supplier warrants the properties and the proper functioning of the Goods and/or Services. Supplier shall repair or replace any and all Goods, which will not properly function or perform or which develop defects or defects of the Goods and/or the Services, which are in conformity with the specifications, after the date of acceptance or the date of first operational use, whichever date is later. Repair or replacement of the Goods and/or the Services, if done by the Supplier, shall be entitlement upon written acknowledgment thereof.

The warranty period shall be extended by any period(s) during which the Goods have been out of operation or use or their first operational use has been delayed as a result of a defect to which this warranty applies.

During the warranty period Supplier shall, upon notification by Customer, repair at its own expense and risk all existing or subsequently occurring defects in the Goods or replacement of the Goods, to Customer’s satisfaction promptly upon receipt of the notification or at a point in time mutually agreed by the parties.

If Supplier fails to comply with its obligations set forth under this warranty, Customer is, upon formal notice to Supplier, entitled to carry out the repair or replacement itself or to have it carried out by a third party at Supplier’s expense, without prejudice to Supplier’s obligations under the warranty period.

e. Warranty of Services. Supplier warrants the quality and the results of the Services and the property functioning of the deliverables in accordance with section 4b and shall re-supply any Service which results are insufficient or non-conforming and shall repair or re-supply any such deliverable, which is not properly functioning or is otherwise defective, within a period of 2 years after the date of acceptance.

During the warranty period Supplier shall, upon notification by Customer, repair or re-supply to Customer’s satisfaction, at Supplier’s own expense and risk, any defects or insufficiencies in the Goods and/or Services and shall assume the risk of all Services required to remedy the existing or subsequently occurring defects, insufficiencies and/or insufficiencies of the Services, promptly upon receipt of the notification or at a point in time mutually agreed by the parties.

   All suppliers and business partners are required to comply with all health and safety requirements, the Customer’s Safety, Health and Environment Standards, a copy of which shall be made available upon request.

g. Acceptance.
   The Supplier shall avoid pollution of the soil and the groundwater and limit air and noise pollution on the Customer site and/or the project location. Supplier shall treat all waste and debris as hazardous waste and shall ensure that the same is properly disposed of in a manner which meets all applicable laws and regulations and good industry practice. In this connection Supplier shall ensure that it performs all reasonable Customer policies provided to the Supplier in advance.

h. Local instructions. Supplier shall observe Customer’s local instructions, site regulations and site access policies.

i. Anti-corruption. Customer conducts its own business fairly and with integrity and requires the same from its Suppliers and other third parties. In this connection, Supplier shall, and Supplier is entitled to claim damages and other compensation.

j. Productivity and performance. Supplier shall perform its obligations in accordance with all applicable laws and regulations and good industry practice that it conducts its business and/or performance of the Purchase Order. The Supplier shall immediately notify the Customer of any incident of pollution, regardless of how said pollution is caused. In the event of a pollution incident, the Supplier shall immediately take all measures to clean up, isolate or prevent any additional pollution, if applicable.

k. Local instructions. Supplier shall observe Customer’s local instructions, site regulations and site access policies.

l. Confidentiality. Customer’s business information is confidential to Supplier and must be treated by Supplier as confidential information. Supplier shall not be entitled to use or (re)sale any part and return of the Goods already delivered or supplied or supplied by the Customer.

m. Waiver. Supplier is not entitled to use or (re)sale any part and return of the Goods already delivered or supplied by the Customer without the prior written consent of Customer.

n. Force Majeure. Neither party shall be liable towards the other party for any failure to fulfill any term or condition of the Purchase Order, if fulfillment thereof has been delayed, intervened with or prevented by any event beyond the control of the party concerned, which is not reasonably foreseeable, provided however that Supplier is not already in default of those obligations under the Purchase Order, which are being delayed, interfered with or prevented. The mere fact of late supply of materials, labour or utilities to Supplier shall not be deemed force majeure. In the event a situation of force majeure continues for more than 30 days, Customer shall be entitled to terminate or cancel the Purchase Order in whole or in part, upon delivery of written notice to Supplier.

7. ASSIGNING / SUBLANGUAGE

a. Assignment and Subcontracting. Supplier shall not assign or subcontract the Purchase Order, in whole or in part, to any third party without Customer’s prior written consent. If Customer consents to any assignment or subcontract, such consent shall not relieve Supplier of or from any of the obligations or duties under the Purchase Order and the said consent shall be subject to Supplier’s compliance with all such duties and obligations. Customer reserves the right to assign the Purchase Order or any part thereof or any right, benefit or interest thereunder to its affiliates without Supplier’s consent to said assignment.

8. GENERAL

a. General liability and indemnification. Supplier shall be liable and hold Customer and its affiliates harmless from and against all obligations, costs, expenses, damages, liabilities, including but not limited to all actual or contingent damage, loss, (personal) injury (including death), expense, cost, fine, penalty, claim, including reasonable attorney fees and all obligation costs and losses, caused by or brought against Indemnified Parties, resulting from or connected with the Purchase Order, its performance and/or supply of Supplier’s Goods and/or Services by Indemnified Parties or any third party, except to the extent that such damage, loss, (personal) injury, expense, cost, fine, penalty or claim is caused by Supplier’s gross negligence.

b. Insurance. The Supplier shall maintain those policies which are required under any insurance of the Netherlands with the exception of its laws principles. The United Nations Convention on Conventions shall have effect on the Supplier. The purchase order concluded at Vienna on 11th of April 1980, shall not be applicable to the Purchase Order.

9. GOVERNING LAW / DISPUTES

a. Governing law. The Purchase Order shall be governed by and construed in accordance with the laws of the Netherlands.

b. Disputes. Any dispute arising from the Purchase Order shall in first instance be referred to a competent court in The Hague, The Netherlands.