

GENERAL PURCHASING TERMS AND CONDITIONS 2023

of Stichting Het Rijksmuseum, with its registered office at Hobbemastraat 20 in (1071 ZC) Amsterdam, the Netherlands, and entities affiliated with it (hereinafter, separately or jointly: 'the Rijksmuseum')

PART 1: GENERAL PART

1. Definitions

- 1.1 Contractor: The party which is providing services and/or delivering items to the Rijksmuseum pursuant to an Agreement, or which is negotiating an Agreement with the Rijksmuseum.
- 1.2 Agreement: The agreement concluded or to be concluded between the Rijksmuseum and the Contractor, as well as any assignments (or further assignments) furnished to the Contractor pursuant to an Agreement regarding the Contractor's delivering services or items to the Rijksmuseum.

2. General

- 2.1 These Terms and Conditions will apply to any requests by the Rijksmuseum to issue offers, to offers issued by the Contractor, deliveries and Agreements, and to any legal or other acts in which the Rijksmuseum enters into agreements for the delivery of services or items. These Terms and Conditions will likewise apply to the legal relationship between the parties if the aforementioned legal or other acts do not result in or directly relate to an Agreement.
- 2.2 Each Agreement will consist of this General Part, one or more appendices with Specific Parts and an Assignment Confirmation specifying the goods or services to be delivered.
- 2.3 Changes to the Agreement and deviations from these Terms and Conditions will only apply if and insofar as they have been accepted by the Rijksmuseum. The applicability of any general terms and conditions by the Contractor is hereby expressly rejected.
- 2.4 Unless agreed otherwise, notices under these Terms and Conditions and/or Agreements will always be provided electronically.

3. Formation of the Agreement

- 3.1 Agreements may only be entered into on the Rijksmuseum's behalf by authorized persons. The Contractor may never invoke statements or promises made by persons not authorized to represent the Rijksmuseum.
- 3.2 Quotes furnished by the Contractor to the Rijksmuseum will be irrevocable, may not be withdrawn or modified (except in the case of an obvious mistake) and will be valid for a 90-day period from the date they are sent to the Rijksmuseum.
- 3.3 An Agreement will be formed when the Rijksmuseum has confirmed this to the Contractor.

4. Changes and cancellation

- 4.1 The Rijksmuseum may change the scope of the performance to be rendered and/or nature and/or other characteristics of the Agreement. The Rijksmuseum will inform the Contractor of its desire to change the Agreement.
- 4.2 If, in the Contractor's judgment, a change will have patently unreasonable consequences for the agreed price and/or performance or delivery period, the Contractor will, before carrying out the change, inform the Rijksmuseum about this no later than five business days after receiving the desired change. If the Rijksmuseum consents to the consequences of the change stated by the Contractor, the Agreement will be deemed to have been modified when the Rijksmuseum sent the approval to the Contractor. If the Rijksmuseum does not consent to the consequences of the change stated by the Contractor, the Rijksmuseum may cancel the Agreement in whole or in part, with the Contractor only being entitled to compensation for the performance already rendered.

4.3 If an Agreement is directed towards delivering items, the Rijksmuseum may always require the Contractor to deliver more or fewer of the items to be delivered under the Agreement at the same price stated in the Agreement.

4.4 The Rijksmuseum may cancel an Agreement in whole or in part at any time. In the event of cancellation, the Contractor will be entitled to reasonable compensation for the lost profit and costs incurred in vain (to be demonstrated by the Contractor in itemized form) for the cancelled portion of the Agreement.

5. Breaches by the Contractor

5.1 The Contractor will strictly adhere to the agreed periods and will immediately notify the Rijksmuseum of a delay (or impending delay) in the performance of the Agreement. If full performance does not occur within the agreed period, or once the Contractor knows or should know that it will be unable to render full, timely performance, the Contractor will be in breach by operation of law, even if the breach is rectifiable. The breach may only be remedied with the Rijksmuseum's consent and subject to an offer to compensate any costs incurred or to be incurred or damage suffered by the Rijksmuseum.

5.2 If, for whatever reason, the Contractor is or remains in default in carrying out the agreed performance and/or the other provisions in these General Terms and Conditions, even after the Rijksmuseum has demanded that it carry these out, the Rijksmuseum may suspend any payment for the Agreement being carried out and/or rescind the Agreement. In such instance, the Contractor will also owe the Rijksmuseum, likewise by operation of law and without any notice of default being required, an amount equalling 30% of the agreed price for the performance to be rendered, without prejudice to the Rijksmuseum's right to also seek full compensation and without prejudice to any other remedies which the Rijksmuseum has, including the right to specific performance.

5.3 If the Rijksmuseum has any reason to doubt that the Contractor will timely and fully provide the performance to be rendered, the Rijksmuseum may suspend all of its obligations towards the Contractor until the Contractor has demonstrated to the Rijksmuseum's satisfaction that it will be able to render performance.

6. Price

6.1 Agreed prices will be exclusive of VAT and will include any costs related to the performance of the Contractor's obligations. If there is a fixed price, the Contractor will bill in the manner agreed on in the Agreement.

6.2 If there is subsequent costing, the Contractor will properly itemize the agreed fees. At the Rijksmuseum's request, the Contractor will include with the invoices statements of the actual, necessary number of hours spent (compared with the budgeted number of hours, giving reasons for any discrepancies and indicating the measures taken to correct this). The Contractor will furnish specifications of the costs incurred by it to perform the Agreement and will submit documents substantively corroborating the invoices, including agreed lists of rates.

6.3 Notwithstanding the provisions in Article 4, any contract extras will be billed by the Contractor separately after the work is completed. The nature and scope of the contract extras provided will be expressly indicated in the invoices and will be itemized based on documents.

6.4 For continuing performance contracts, the Contractor may not increase its prices, unless the Rijksmuseum agreed to this in entering into the Agreement. The price increase will not exceed on an annual basis the cost-of-living index by Statistics Netherlands [CBS], unless the Contractor shows that it must adjust its prices due to circumstances beyond its control.

7. Payment

7.1 The Contractor will send single copies of invoices to the Rijksmuseum's Finance Department, indicating the date, order or assignment number, and other information stated to it by the Rijksmuseum. The Contractor will always submit its invoices to the Rijksmuseum in the form and

manner prescribed by the Rijksmuseum. For Agreements relating to hiring in workers, the Contractor will also always indicate its G account number on the invoice.

- 7.2 The Rijksmuseum will pay the Contractor the amounts owed within 30 days after receiving the relevant invoice.
- 7.3 The Rijksmuseum may suspend the payment if there is a breach or imminent breach by the Contractor, until the Contractor has fully performed its obligations under the Agreement or has provided sufficient security for performance, without prejudice to the Rijksmuseum's right to compensation.
- 7.4 The Rijksmuseum may reduce the amount of the invoice by amounts which the Contractor or any entity affiliated with the Contractor owes the Rijksmuseum.
- 7.5 The Rijksmuseum will never be required to pay amounts which exceed 110% of the estimated budget at the time the assignment was accepted, unless the Contractor timely informs the Rijksmuseum of the budget overrun (or potential budget overrun) and the amount of this and has explained in detail the reasons for the overrun, and the Rijksmuseum has consented to the overrun based on this information.
- 7.6 Before payment or pre-payment occurs in whole or in part, the Rijksmuseum may require, in addition to or instead of transfer of ownership, that the Contractor have an unconditional, irrevocable bank guarantee issued by a bank acceptable to the Rijksmuseum to ensure performance of its obligations.
- 7.7 Payment by the Rijksmuseum or putting the performance rendered into use will not in any way constitute a waiver of the right to complain about any breach by the Contractor.

8. Audit

- 8.1 In case of doubt about the correctness of one or more invoices, the Rijksmuseum may have a registered accountant designated by the Rijksmuseum audit the invoices concerned for substantive correctness. The Contractor will allow the registered accountant in question to examine books and records and will furnish any data or information to him/her which he/she desires. The audit will be confidential and will not extend beyond what is necessary to verify the invoices. The registered accountant will issue his/her report to both parties as soon as possible.
- 8.2 The audit costs will be paid by the Rijksmuseum, unless further investigation by the registered accountant shows that the invoice amounts are not correct, in which case the audit costs will be paid by the Contractor.

9. Intellectual property rights

- 9.1 Intellectual property rights to performance rendered by the Contractor to the Rijksmuseum in connection with the Agreement will be held solely by the Rijksmuseum. These rights will be transferred to the Rijksmuseum pursuant to these Terms and Conditions and/or the Contractor's confirmation of the assignment. Insofar as an additional deed is required to transfer such rights, the Contractor will, at the Rijksmuseum's request, sign such a deed and also perform any other acts to have the intellectual property rights be in the Rijksmuseum's name. The Contractor will not be entitled to any supplemental compensation for transferring the rights referred to in this Article.
- 9.2 The Contractor will warrant that the use, including resale, of items and/or resources delivered by it or the results of the performance rendered by the Contractor will not infringe any rights or claims of third parties, including intellectual and industrial property rights. In the event of an infringement or alleged infringement, the Contractor will take any measures necessary to enable the Rijksmuseum to continue using the items or the result of the performance.
- 9.3 The Contractor will indemnify the Rijksmuseum against claims by third parties in connection with the infringement or possible infringement of those parties' intellectual property rights, including similar claims regarding know-how, unlawful competition and the like. The Contractor will endeavour to eliminate the infringement as soon as possible, without adverse consequences for

the Rijksmuseum, and will also pay any costs incurred by the Rijksmuseum in connection with such claims, including legal costs to avert such claims, and without any limitation on liability being applicable. The Rijksmuseum may take over the handling of the proceedings against the third party of the Contractor at its expense and in its name, in order to ensure a resolution which is suitable for the Rijksmuseum.

- 9.4 The Contractor will never provide the results of the services performed for the Rijksmuseum to third parties nor furnish any information about this to third parties, unless the Rijksmuseum has granted prior permission. The Rijksmuseum may attach conditions to granting such permission.
- 9.5 The Contractor will undertake, at its expense, any measures which may help to avoid delays at the Rijksmuseum and to limit the extra costs to be incurred and/or damage to be suffered by the Rijksmuseum because of an alleged infringement of third-party rights. Notwithstanding the provisions above in this paragraph, the Rijksmuseum may, if third parties assert liability against it for intellectual property right infringements, rescind this Agreement in whole or in part, without court intervention and without prejudice to the Rijksmuseum's other rights.

10. Confidentiality and security

- 10.1 Both parties will keep any information about each other's organization strictly confidential. The Contractor will also keep strictly confidential any information about the Rijksmuseum and/or the Rijksmuseum's contacts which is known to it (in connection or not with performing the Agreement) and which it reasonably should understand must be deemed confidential. The information and data carriers available to it will not be furnished by it to any third party, and it will only disclose these to its employees insofar as this is necessary to render the agreed performance.
- 10.2 The parties will require their employees and/or third parties engaged by them to perform the Agreement to comply with these confidentiality provisions.
- 10.3 The Contractor may not, without the Rijksmuseum's permission, mention in publications or advertisements or otherwise disclose publicly the Agreement formed between the parties, the services and/or products delivered by the Contractor to the Rijksmuseum, or the Contractor's relationship with the Rijksmuseum.
- 10.4 If the Contractor breaches the provisions in this Article, it will, without any demand or notice of default being required, forfeit to the Rijksmuseum an immediately due and payable penalty, which is not subject to set-off, of €5,000 and, if applicable, a penalty of €500 for each day or portion thereof that the breach continues. This penalty will be in addition to the Rijksmuseum's other rights under the law and these General Terms and Conditions.
- 10.5 The provisions in this Article will not curtail rights or obligations under the Dutch Government Information (Public Access) Act [*Wet open overheid*].

11. Insurance

- 11.1 The Contractor is obliged to adequately insure itself against any risks which may reasonably be anticipated with respect to performing the Agreement. The Contractor will in any event insure itself against the following risks:
 - 11.1.1 personal injury to the Rijksmuseum's employees or to third parties, or damage to the Rijksmuseum's or third parties' property or artworks (business liability insurance and third-party insurance, respectively);
 - 11.1.2 damage on account of professional misconduct (professional liability insurance).
- 11.2 Upon request, the Contractor will immediately submit to the Rijksmuseum the policies and proof that the premiums have been paid. The insurance premiums concerned will be deemed to be included in the agreed prices and rates.
- 11.3 The Contractor will undertake to assign to the Rijksmuseum upon request any claims regarding payment of insurance money. Insurance money paid directly by the insurance company to the

Rijksmuseum will be subtracted from the compensation to be paid by the Contractor to the Rijksmuseum for the insured event.

12. Transfer of rights and obligations and sub-contracting

- 12.1 The Contractor may not transfer to third parties the rights and/or obligations ensuing from or relating to the Agreement without the Rijksmuseum's permission. Such permission will not be denied unreasonably. The Rijksmuseum may, however, attach conditions to granting such permission.
- 12.2 If, in performing this Agreement, the Contractor wishes to use third parties' services, it will only be entitled to do this after it has obtained approval from the Rijksmuseum, which approval will not be denied unreasonably. In granting the approval referred to in this paragraph, the Rijksmuseum may attach conditions to the approval or limit it in time. At any rate, a third party to be engaged by the Contractor must expressly agree to all requirements regarding personnel which are included in these Terms and Conditions.
- 12.3 Permission given by the Rijksmuseum will not affect the Contractor's responsibility or liability for performance of the obligations which it has.

13. Impermissible rewards and prohibition on discrimination, (sexual) harassment, bullying, aggression and violence

- 13.1 The parties will not provide rewards or gifts to the other party's employees. More specifically, a party will not induce the other party's employees to furnish performance, promises or the like in exchange for any form of reward or gift to these employees, without which reward or gift the performance or promise would not have been effectuated or would have been effectuated under other conditions. The Contractor must in any event report to the Rijksmuseum any intended gift to an employee of the Rijksmuseum with a value exceeding €50.
- 13.2 If a party (or its employees) breaches the provisions in the first paragraph, this party will, without any demand or notice of default being required, forfeit an immediately due and payable penalty of €750 per breach. This penalty will not affect the other party's other rights, including the right to compensation and specific performance.
- 13.3 The Rijksmuseum does not accept any form of discrimination, (sexual) harassment, bullying, aggression or violence in the workplace, which behaviour is defined as follows:
 - 13.3.1 Discrimination (intimidation): behaviour associated with the capacities or behaviours relating to making distinctions among persons based on religion, personal beliefs, political affinity, race, gender, nationality, sexual orientation, civil status, age or handicap, the purpose or effect of which is the violation of a person's dignity, in particular where a threatening, hostile, abusive, humiliating or offensive situation is created.
 - 13.3.2 Bullying: any form of intimidating behaviour of a structural nature by one or more employees (colleagues, managers) directed against an employee or a group of employees who cannot defend themselves against such behaviour.
 - 13.3.3 (Sexual) harassment: any form of verbal, non-verbal or physical behaviour, whether or not having a sexual connotation, the purpose or effect of which is the violation of a person's dignity, in particular where a threatening, hostile, abusive, humiliating or offensive situation is created.
 - 13.3.4 Aggression/violence: Any incidents where an employee is psychologically or physically harassed, threatened or assaulted under circumstances directly relating to the performance of work.

14. Impermissible rewards

- 14.1 The parties will not provide rewards or gifts to the other party's employees. More specifically, a party will not induce the other party's employees to furnish performance, promises or the like in

exchange for any form of reward or gift to these employees, without which reward or gift the performance or promise would not have been effectuated or would have been effectuated under other conditions. The Contractor must in any event report to the Rijksmuseum any intended gift to an employee of the Rijksmuseum with a value exceeding €50.

- 14.2 If a party (or its employees) breaches these provisions, this party will, without any demand or notice of default being required, forfeit an immediately due and payable penalty of €750 per breach. This penalty will not affect the other party's other rights, including the right to compensation and specific performance.

15. Ownership

- 15.1 If the Rijksmuseum provides the Contractor with materials, such as raw materials, auxiliary materials, tools, drawings, specifications or software, for the performance of its obligations, these materials will remain the Rijksmuseum's property. The Contractor will store such materials separately from objects belonging to itself or to third parties. The Contractor must maintain the materials provided in good condition (subject to normal use) and insure them against any risks, as long as the Contractor acts as the holder of these resources.

16. Liability and indemnification

- 16.1 The Contractor will be liable for any damage which the Rijksmuseum suffers as a result of the Contractor's imputable non-performance, or non-timely or improper performance, of the Agreement or breach of any other contractual or non-contractual obligation. Unless agreed otherwise, the Contractor's liability will be limited to an amount of €2,500,000 per incident and €5,000,000 per calendar year.
- 16.2 The Contractor will fully indemnify the Rijksmuseum against third-party claims for compensation of damage as referred to in the first paragraph. If a third party brings a claim against the Rijksmuseum in this regard, the Rijksmuseum will immediately inform the Contractor, while sending the necessary information. The Rijksmuseum will otherwise refrain from taking any action in this matter, unless the Contractor gives permission to the Rijksmuseum or the Contractor fails to fend off the third party's claim.

17. Force majeure

- 17.1 If, for a period exceeding 30 days, a party cannot render performance or can only do so in delayed fashion because of a circumstance not imputable to this party, the other party may rescind the Agreement with immediate effect, without any right to compensation arising.
- 17.2 'Force majeure' will in any event not include personnel shortages, strikes, employee illness, late delivery or the unsuitability of services or items delivered or to be delivered by third parties.

18. Termination of the Agreement

- 18.1 A party may, without court intervention, terminate this Agreement if:
- 18.1.1 the other party fails to fulfil its obligations under the Agreement, even after a demand stating a reasonable period for performance;
 - 18.1.2 the other party requests a temporary or permanent suspension of payments or is granted a temporary or permanent suspension of payments;
 - 18.1.3 the other party files a winding-up petition for itself or is declared insolvent, the other party discontinues the business, a substantial portion of this party's assets is attached, or this party must otherwise be deemed to no longer be capable of performing the obligations under this Agreement.
- 18.2 In addition, the Rijksmuseum may terminate the Agreement immediately if:
- 18.2.1 there is a major change in control over the activities of the Contractor's business, making it unreasonable to expect the Rijksmuseum to maintain the Agreement; or

- 18.2.2 a substantial portion of the Contractor's assets is attached (other than by the Rijksmuseum); or
 - 18.2.3 the Dutch Public Administration Probity Screening Agency [*Bureau BIBOB*] has issued a negative opinion about the Contractor's organization; or
 - 18.2.4 insofar as the Agreement was formed through the tendering procedure referred to in the Dutch Public Procurement Act [*Aanbestedingswet*], the exclusionary grounds referred to in Section 2.86 of this Act arise with respect to the Contractor during the term of the Agreement.
- 18.3 If the Rijksmuseum rescinds this Agreement, the Rijksmuseum may, without prejudice to its right to compensation, seek delivery of information, records and/or materials which the Contractor possesses to perform the Agreement, as well as request any other information necessary for the Rijksmuseum or third parties to further render the agreed performance.
- 18.4 The Rijksmuseum may also rescind the Agreement and any related agreements if it has good reason to assume that, pursuant to a claim to this effect, the court will nullify the Agreement based on the Public Procurement Act. The Contractor may then claim compensation for costs reasonably incurred to perform the Agreement and future obligations already reasonably assumed in this connection. If, however, the Rijksmuseum demonstrates that the unlawfulness is fully or partly attributable to the Contractor, the Contractor will not be entitled to any compensation.
- 18.5 Obligations which, by their nature, are also intended to continue after the termination of the Agreement will continue to exist. Such obligations will include the transfer of intellectual property rights and indemnification for the infringement of third parties' intellectual property rights, confidentiality, assignment of insurance money, dispute resolution, applicable law and choice of address for service.
- 18.6 Agreements entered into for a longer period (regardless of whether they have been entered into for a definite or indefinite period of time, such as Agreements regarding the periodic delivery of items or services) may only be terminated by the Rijksmuseum at any time subject to a notice period of at most two months. If the Rijksmuseum terminates an Agreement for a definite period early based on this provision, the Contractor will be entitled to reasonable compensation for the lost profit and costs incurred in vain (to be demonstrated by the Contractor in itemized form) for the remaining period.
- 18.7 The Contractor may not suspend its obligations unless it sends a notice of default, in which the Rijksmuseum is offered a reasonable period of at least 30 days to still fulfil the obligations.
- 19. Disputes, applicable law and choice of address for service**
- 19.1 Any dispute between the parties regarding an Agreement will exclusively be brought before the competent court in Amsterdam, irrespective of the Rijksmuseum's right to bring a dispute before any other court with objective jurisdiction.
- 19.2 Dutch law will solely apply to these Terms and Conditions and the associated assignments. The Vienna Sales Convention 1980 will not apply.

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PART 2: SPECIFIC PROVISIONS REGARDING THE DELIVERY OF ITEMS

19. Applicability

- 19.1 By way of supplement to the provisions in the General Part of these Terms and Conditions, the provisions in this Specific Part will apply to any requests, offers, orders, assignments and Agreements regarding the Contractor's delivery of items to the Rijksmuseum.
- 19.2 Besides these Specific Provisions Regarding the Delivery of Items, the provisions in the General Part will fully apply to the delivery of items, unless it is evident from the nature of the provision concerned that it was specifically written for the performance of services or it is expressly deviated from in the following provisions.

20. Orders

- 20.1 If an order is placed by the Rijksmuseum without a specific prior offer by the Contractor, the Agreement to which these Terms and Conditions apply will be formed at the time that, within 14 days of the date of the order, the items are delivered in accordance with the order or an order confirmation which is fully consistent with the order is received.
- 20.2 If there is a difference between an order and order confirmation, or if the Contractor cannot fulfil the order, the Contractor will consult with the Rijksmuseum as soon as possible.
- 20.3 If a response does not follow from the Contractor within 14 days of the order date, the order will be nullified and the Rijksmuseum may place the order elsewhere, without the Contractor's being able to claim any right to specific performance or payment for whatever reason.

21. Delivery and transport

- 21.1 Unless the parties agree otherwise, delivery will be made at the agreed location and time indicated by the Rijksmuseum in the order, in accordance with the Incoterm 'DDP' ('Delivery Duty Paid', as referred to in the Incoterms 2010). All agreed delivery periods will be strict deadlines, and, if the Contractor exceeds them, it will be in default by operation of law.
- 21.2 The items must be packaged properly and secured in such a way that they reach their destination in good condition through the manner of transport chosen by the Contractor.
- 21.3 The Contractor will maintain sufficient items to, if necessary (for example, if follow-up orders are reasonably anticipated or if defective items are delivered), be able to deliver from stock or replace items at the Rijksmuseum's request. The Contractor must keep spare parts available for delivered items for the normal/technical life of the items, with a minimum of five years after delivery.
- 21.4 Delivery will also entail furnishing, at no cost, any associated resources and documentation in Dutch, software, and quality and guarantee certificates.
- 21.5 The 'date of delivery' will mean the day on which the goods must be offered to the Rijksmuseum for delivery for the first time at the agreed address.
- 21.6 Unless expressly accepted by the Rijksmuseum, the Contractor may not deliver the items to be delivered on a date other than the agreed date and/or deliver them in consignments. If the Rijksmuseum consents to delivery in consignments, the final delivery must be made before the agreed delivery date. Any additional costs by the Rijksmuseum in connection with delivery in consignments will be paid by the Contractor.
- 21.7 If the Rijksmuseum asks the Contractor to postpone delivery, the Contractor will package the goods properly and store, secure and insure them as recognizably intended for the Rijksmuseum. The Rijksmuseum will reimburse the Contractor for the demonstrably incurred costs.

- 21.8 After delivery at the address designated by the Rijksmuseum, the Rijksmuseum will inspect and approve the items delivered for visible packaging damage and for the number of packages. The Rijksmuseum will report visible damage to the Contractor promptly. The Rijksmuseum may refuse to accept the items to be delivered if the packaging is damaged, in which case the Contractor must deliver substitute items within the agreed delivery period or, if this is not reasonably possible, the Rijksmuseum may rescind the Agreement in whole or in part on account of a culpable breach by the Contractor.
- 21.9 Subject to any relevant laws and regulations, the Contractor must take back and remove any packaging materials used to ship the items. The Rijksmuseum will inform the Contractor when packaging materials are ready to be taken back. The costs of retrieving and removing packaging materials will be paid in full by the Contractor and will be deemed to be included in the price for the items.

22. Guarantee

- 22.1 The Contractor will guarantee that the items to be delivered and any installation/assembly thereof:
- 22.1.1 will at least conform to the quantity, description and quality stated in the Agreement;
 - 22.1.2 will be produced from sound materials and will conform to the most stringent legal requirements and other government regulations, as well as the most stringent requirements of the safety, quality and environmental standards applied within the industry, all of this as applicable at the time of delivery;
 - 22.1.3 will be suitable for the purpose for which they are intended, if and insofar as the Contractor reasonably is or should be aware of this purpose;
 - 22.1.4 will be ready for use;
 - 22.1.5 will be equivalent in all respects to the samples or models furnished by the Contractor or, as appropriate, furnished by the Rijksmuseum to the Contractor before the order.
- 22.2 The Contractor will guarantee that time and date changes, for example, in the case of a leap year, will not cause disruptions and/or defects, now or in the future, in the operation of the items delivered by the Contractor.
- 22.3 If, regardless of the results of any inspection, check or test, the items turn out not to conform to the guarantee provisions in this Article 22, the Contractor will, at its expense and at the Rijksmuseum's discretion, repair or replace the goods upon demand, unless the Rijksmuseum rescinds the Agreement.
- 22.4 In urgent cases and also if, after consultation with the Contractor, it must reasonably be assumed that the Contractor cannot or will not repair or replace the items, or cannot or will not do so in a timely or proper manner, the Rijksmuseum itself may repair or replace the items (or have them repaired or replaced) at the Contractor's expense and risk.

23. Inspection, check and test

- 23.1 The Rijksmuseum may, at its expense, subject the items delivered or to be delivered to it to inspections, checks or tests before, during and after delivery. The Contractor will provide any reasonably required assistance with such inspections. If desired by the Rijksmuseum, the Contractor will, for purposes of the inspection, furnish samples of the items to be delivered, which samples will not be subtracted from the total number of items to be delivered under the Agreement.
- 23.2 The Contractor may be present during the inspection, check or test.
- 23.3 If the goods are rejected in whole or in part during the inspection, check or test, the Rijksmuseum will notify the Contractor.
- 23.4 If the Contractor does not take back the rejected, delivered goods within 10 business days of the

date of such notification, the Rijksmuseum may return the items to the Contractor or store them for any period at the Contractor's expense. If the Contractor does not cooperate in returning the items within a reasonable period set by the Rijksmuseum, the Rijksmuseum may destroy the rejected items, without prejudice to any of the Rijksmuseum's rights under these Terms and Conditions.

24. Transfer of ownership and risk

- 24.1 The ownership of and the risk for the items to be delivered to the Rijksmuseum will be transferred to the Rijksmuseum after they have been delivered in working order by the Contractor and accepted by the Rijksmuseum, or, if the items were specifically produced for the Rijksmuseum, when they are ready for shipment. From that time, the Contractor will hold the items for the Rijksmuseum.
- 24.2 When the materials furnished by the Rijksmuseum to the Contractor have been incorporated into items to be delivered by the Contractor, these materials will have been processed by the Contractor at the Rijksmuseum's instruction, and a new item will have been created which is owned by the Rijksmuseum by operation of law, without any transfer of ownership being required.

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PART 3: SPECIFIC PROVISIONS REGARDING THE PERFORMANCE OF SERVICES

25. Quality of services

- 25.1 The Contractor will successfully perform the assigned work independently and under its own responsibility, always subject to any laws and regulations applicable to the Agreement (including working conditions, safety and environmental rules) and subject to the Rijksmuseum's applicable procedures, internal rules, guidelines and instructions. The Contractor will indemnify the Rijksmuseum against liability towards third parties and will reimburse the Rijksmuseum for any costs relating to the Contractor's non-fulfilment of its obligations towards the Rijksmuseum or under the law.
- 25.2 The Contractor will instruct its employees involved in performing the work (insofar as this work is performed at the Rijksmuseum) to strictly comply with the security procedures and internal rules indicated by the Rijksmuseum, and will take appropriate measures to ensure that these procedures and rules are complied with. The Rijksmuseum will timely inform the Contractor about these procedures and rules.
- 25.3 The result of the performance to be rendered by the Contractor must always at least conform to the agreed specifications/qualifications and to such requirements as set at the time of execution of the Agreement on the performance to be rendered.
- 25.4 At the Rijksmuseum's request or in accordance with the provisions in the Agreement, the Contractor will report on the progress of the performance or delivery.

26. The Contractor's personnel

- 26.1 The Contractor will ensure that its employees fulfil and will continue to fulfil the qualities necessary to perform the Agreement in terms of expertise and experience. The Rijksmuseum may set further requirements on the personnel to be engaged by the Contractor in performing the Agreement.
- 26.2 The Contractor may replace the personnel employed at a location of the Rijksmuseum to perform the Agreement, subject to the condition that the substitute employees have the same specialized knowledge and have at least the same level of expertise, education and experience as the employees to be replaced and that the substitution does not have any financial or other consequences for the Rijksmuseum.
- 26.3 If the Rijksmuseum believes that the Contractor's employees or another third party engaged by the Contractor to perform the Agreement do/does not fulfil the qualifications agreed on by the parties or are/is not prepared or able to perform the work properly, the Contractor will, at the Rijksmuseum's request, replace these employees or this third party. There will, for example, be cause to do this if the Contractor's employees or the third party engaged by the Contractor have/has violated the Rijksmuseum's procedures, internal rules, guidelines or instructions or have/has otherwise betrayed the Rijksmuseum's trust.
- 26.4 At least three business days before the work starts at the Rijksmuseum, the Contractor will provide an overview, with names and Certificates of Good Conduct [*Verklaringen omtrent het Gedrag*], of all employees involved in performing the agreed work at any location of the Rijksmuseum.
- 26.5 The Rijksmuseum may subject the Contractor's personnel to a security screening in accordance with the customary rules at the Rijksmuseum. The Contractor will fully cooperate in this screening. Based on the results of such a security screening, the Rijksmuseum may, without stating reasons, reject utilization of the employee concerned to perform the Agreement.

- 26.6 The Contractor will, at the Rijksmuseum's request, always provide a copy of statements about its payment history at the social security agencies and the Dutch Tax and Customs Administration in connection with personnel employed on site. The Rijksmuseum may set further conditions on the Contractor concerning obligations to pay payroll taxes and social security contributions generally, including in any event the condition that the Contractor regularly submit statements showing its good payment history at social security agencies and the Dutch Tax and Customs Administration.
- 26.7 In hiring personnel, the Rijksmuseum will run a risk through recipients' liability. The Contractor will always cooperate in measures to limit the risk under recipients' liability as referred to in the Collection of State Taxes Act 1990 [*Invoeringswet 1990*]. The Rijksmuseum may in this respect pay 40% [forty percent] percent of each of the Contractor's invoices to the Contractor's G account. The Contractor will indicate its G account number on every invoice.

27. Contract extras

- 27.1 If, because of the Rijksmuseum's additional needs, the performance which the Contractor must render under the assignment will be demonstrably increased or expanded, this will represent contract extras for which compensation will be paid. If the Contractor believes that contract extras are involved, it will inform the Rijksmuseum in writing as soon as possible. 'Contract extras' will not include additional work which the Contractor could have or should have anticipated in entering into the Agreement.
- 27.2 Before beginning to provide the contract extras, the Contractor will issue a written quote regarding the scope of the contract extras expected by the Contractor as a result of this change and the related costs. The Contractor will not start to provide the contract extras until it has received a written instruction from the Rijksmuseum.
- 27.3 In issuing the quote for contract extras, the Contractor will not state any further or more onerous terms and conditions compared with the original assignment.

28. Privacy

- 28.1 Insofar as the Contractor processes personal data for the Rijksmuseum in performing the Agreement, the Contractor will be considered a 'processor' within the meaning of the Dutch Data Protection Act [*Wet bescherming persoonsgegevens (Wbp)*] and EU Regulation 2016/679 (GDPR). In combination with these Terms and Conditions, the Agreement will be considered an 'agreement' by the parties within the meaning of Section 14.2 of the Dutch Data Protection Act and Article 28 of the GDPR. Terms from the Dutch Data Protection Act and the GDPR which have been copied in this Chapter will have the same meanings as in that Act and the GDPR.
- 28.2 The Contractor hereby undertakes to conclude with the Rijksmuseum at the Rijksmuseum's request a separate data processing agreement with supplemental or different agreements on processing personal data, in accordance with the Rijksmuseum's model for such an agreement.