



The General Terms of Delivery of Utrecht University were adopted by the Executive Board by resolution of 2 February 2021 and filed at the Registry of the District Court of the Central Netherlands on 5 March 2021 under number 20/2021.

#### Article 1: Definitions

- Terms of Delivery: these General Terms of Delivery of Utrecht University.
- Agreement: the agreement, including subsequent agreements, between Utrecht University and the Other Party to deliver goods and/or perform services and/or work. This also includes the offers accepted by the Other Party.
- Parties: Utrecht University and the Other Party.
- Utrecht University: Utrecht University, a legal entity governed by public law pursuant to Section 1.8 of the Higher Education and Research Act (*Wet op het hoger onderwijs en wetenschappelijk onderzoek*, WHW), with its registered office in Utrecht, including the faculties, service departments and other organisational divisions.
- Confidential Information: all information, including sensitive business information, that Utrecht University provides to the Other Party as part of the Agreement or that becomes otherwise available to the Other Party, and which is clearly marked as 'confidential' or which the Other Party should understand to be confidential.
- Other Party: the person or legal entity with whom Utrecht University enters into an Agreement.

#### Article 2: Applicability

1. The Terms of Delivery apply to the Agreement concluded and form part of the Agreement between Utrecht University and the Other Party.
2. The Parties may only deviate from the Terms of Delivery if they agree to do so in writing.
3. Any general terms and conditions of the Other Party or other third parties, under whatever name, are explicitly not applicable.
4. In the event of conflict between the Agreement and the Terms of Delivery, the provisions of the Agreement will prevail.
5. If one or more provisions of the Terms of Delivery are invalid or voided, the remaining provisions will remain in effect. The Parties will enter into consultations to agree on a new provision or new provisions to replace the invalid or voided provision(s), in which the aim and purport of the invalid or voided provision(s) will be taken into account as much as possible.
6. The failure of Utrecht University to require compliance with one or more provisions of the Agreement at any time does not in any way affect the rights of Utrecht University to require compliance by the Other Party at a later date.
7. Utrecht University has the right to have third parties perform all or part of the work agreed in the Agreement. Utrecht University will inform the Other Party of this in good time.
8. The Other Party will not assign or otherwise transfer to third parties any of the rights and/or obligations arising from the Agreement without the prior written permission of Utrecht University.
9. If the Dutch text of the Terms of Delivery conflicts with translations thereof, the Dutch text will always apply.

#### Article 3: Formation of the Agreement

1. All offers made by Utrecht University are without obligation, unless explicitly stated otherwise in the offer.
2. An Agreement is concluded by an offer from Utrecht University and acceptance of the offer by the Other Party, after which the arrangements will be set out in writing and signed by both Parties.
3. An Agreement can only be concluded in writing. Amendments to the Agreement will only be valid if they have been accepted in writing by both Parties.

#### Article 4: Prices and payment

1. The Other Party will pay the invoice of Utrecht University within thirty (30) days of the invoice date. Deviating payment conditions must be agreed in writing.
2. All prices stated in the Agreement are excluding VAT, unless explicitly stated otherwise. However, payments must be made including VAT.
3. If the Other Party does not pay the amount due within thirty (30) days of the invoice date, it will be liable to pay statutory interest on the amount due, without notice of default being required.
4. If the Other Party fails to pay a debt following a notice of default, the debt may be referred for collection, in which case the Other Party will also be obliged to reimburse, in addition to the total amount payable (including statutory interest), all the judicial and extrajudicial costs involved in collecting the amount.
5. The prices only apply to the goods, services and work referred to in the Agreement. The goods delivered or services and/or work performed by Utrecht University in addition to that agreed will be charged separately at the prices applicable on the day of delivery or performance.
6. In so far as the Agreement contains any amounts payable periodically by the Other Party, Utrecht University has the right to adjust the agreed prices by means of a written notification to the Other Party with due observance of a period of three (3) months.
7. Payment must be made by crediting a current account in the name of Utrecht University, as stated on the invoice or specified in writing separately by Utrecht University, stating the order number.
8. Any costs relating to payments from abroad will be at the expense of the Other Party.

#### Article 5: Delivery periods and retention of title

1. All delivery periods agreed between Utrecht University and the Other Party have been determined on the basis of information known at the time of concluding the Agreement and will be taken into account as much as possible. However, Utrecht University will not be in default by the mere failure to meet a set delivery deadline. Utrecht University will not be bound by delivery deadlines that can no longer be met due to circumstances beyond its control. If there is a risk that any deadline will be exceeded, Utrecht University will notify the Other Party as soon as possible and the Parties will discuss the matter.
2. All goods delivered and to be delivered to the Other Party remain the property of Utrecht University until all amounts due by the Other Party for the relevant goods delivered and to be delivered or services or work performed or to be performed under the Agreement, including any statutory interest and collection costs due, have been paid in full.
3. Rights will be always granted, or transferred where applicable, to the Other Party subject to the condition that the Other Party pays the agreed fees in time and in full.

#### Article 6: Complaints

1. If the Other Party is of the opinion that an item delivered or a service performed by Utrecht University does not fully meet the customary quality standards or does not comply with what could have been expected on the basis of the Agreement, the Other Party will be entitled to submit a complaint in writing.
2. Complaints in respect of visible defects must be submitted in writing within fourteen (14) days of the delivery or performance. Complaints in respect of invisible defects must be submitted in writing within fourteen (14) days after the defect has been, could reasonably have been or should have been discovered by the Other Party. If the Other Party fails to do so, any claim towards Utrecht University will lapse.



3. If the complaint is valid, the goods delivered or services performed will be modified or replaced, or the costs thereof refunded reimbursed.
4. Submitting a complaint does not suspend the Other Party's obligations.

## Article 7: Intellectual property

1. Unless explicitly agreed otherwise in writing, all intellectual property rights on all software, equipment and other materials such as analyses, designs, documentation, reports, preparatory materials for the foregoing and offers developed or made available under the Agreement are vested exclusively in Utrecht University or its licensors. The Other Party will be granted a non-exclusive licence if this follows from the nature of the Agreement.
2. The deletion or alteration by the Other Party of any indication of copyright, brands, trade names or other intellectual property rights in the software, equipment and/or other materials, including indications of their confidential nature and secrecy about this, is not permitted.

## Article 8: Confidentiality

The Other Party guarantees that all Confidential Information available to it in the context of the Agreement will be kept confidential and will not be disclosed without the prior written permission of Utrecht University.

## Article 9: Liability

1. Utrecht University only accepts liability for loss incurred by the Other Party that is the direct consequence of an attributable failure to comply with its obligations under the Agreement or an unlawful act. Utrecht University will only accept liability as referred to in the preceding sentence for
  - damage or loss covered by its insurance up to the amount to be paid out under this insurance policy; or
  - if the insurer does not pay out under the insurance policy, up to the amount of the price to be charged by Utrecht University to the Other Party.
2. Utrecht University will only be liable on account of an attributable failure in the performance of this Agreement if the Other Party has served it immediately with notice of default in writing, giving it a reasonable period of time to rectify the failure, and if Utrecht University even after this period continues to fail imputably in the performance of its obligations.
3. The Other Party indemnifies Utrecht University against all claims by third parties relating to the use by these third parties of goods, services and/or work received by the Other Party under the Agreement.

## Article 10: Termination

1. Each of the Parties is entitled to terminate the Agreement early if the other Party fails to comply with its obligations under this Agreement, unless the failure, in view of its exceptional nature or minor importance, does not justify this termination. In so far as compliance is not permanently or temporarily impossible, the power to terminate the Agreement will only arise when the defaulting Party is in default.
2. In the event of insolvency or suspension of payments, or in the event of cessation of work, liquidation or takeover of the Other Party or if the Other Party is otherwise no longer deemed capable of fulfilling the obligations arising from the Agreement, Utrecht University will have the right to terminate all or part the Agreement immediately, without any notice of default or judicial intervention being required.
3. If the Other Party has already received goods and services under the Agreement at the time the Agreement is terminated, the termination will not apply to these goods and services and the related payment obligations. Any amounts already invoiced by Utrecht University or that could be invoiced by it in connection with services or goods already delivered before the termination will remain payable in full and will become immediately due and payable on termination.

## Article 11: Force majeure

1. Utrecht University is not liable for failure to comply with its obligations, or failure to comply in full or in time, as a consequence of force majeure.
2. In these Terms of Delivery 'force majeure' is taken to mean: the circumstances that prevent compliance with all or part of the Agreement and that are not attributable to Utrecht University.
3. During a force majeure situation the obligations arising for Utrecht University from the Agreement will be suspended. In that case both Parties will be authorised to terminate the Agreement without judicial intervention and without being obliged to pay compensation (but only as regards the part that has not been complied with pursuant to this Article 11), if the period during which compliance by Utrecht University with all or part of the Agreement is prevented due to force majeure exceeds two months.
4. If Utrecht University has already met its obligations in part at the time the force majeure occurs or can only partially comply with its obligations due to the occurrence of the force majeure, it will be entitled to send a separate invoice for the part it has already delivered or will be able to deliver. The Other Party will then be obliged to pay this invoice as if it were a separate agreement.

## Article 12: Applicable law and settlement of disputes

1. The Agreement between Utrecht University and the Other Party is exclusively governed by Dutch law. The Vienna Sales Convention does not apply.
2. In the event of disputes concerning or arising from the Agreement, the Parties will endeavour to resolve them in amicable consultation. Initially the consultations will take place between the contact persons of both Parties. If these consultations do not resolve the matter, consultations may be held between the management boards of the Parties.
3. If the consultations referred to in the second paragraph of this article do not lead to a solution, the Parties may decide to submit the dispute to the competent court, being the District Court of Midden-Nederland in Utrecht.