

GENERAL TERMS AND CONDITIONS OF PURCHASE



Clause 1 – Definitions

This document uses the following definitions:

IceBear:	IceBear Steenwijk B.V. and its affiliated entities as referred to in Article 2:24a Dutch Civil Code which enter into the Agreement and apply these General Terms and Conditions.
Supplier:	Any natural person or legal entity from whom IceBear orders Goods and/or with whom it negotiates the Contract for Services.
Contract for Services:	IceBear's order to Supplier to deliver Goods.
Goods:	All goods delivered to IceBear or to be delivered by the Supplier in the performance of a Contract for Services, irrespective of whether the Contract for Services exclusively concerns the delivery of those goods or also the performance of services.
Agreement :	The agreement between Supplier and IceBear with regard to the Contract for Services.

Clause 2 – Applicability of these Terms and Conditions

1. The General Purchase Conditions apply to all IceBear's current and future offers of and agreements with the Supplier to purchase Goods. The General Purchase Conditions also apply to negotiations on such orders or agreements, even if such negotiations do not lead to the conclusion of an agreement. The Supplier is deemed to make its offer on the basis of these conditions.
2. Stipulations deviating from these General Purchase Conditions, including any conditions of sale of the Supplier, are valid only if and insofar as these are explicitly accepted by IceBear in writing before the agreement concerned. Such acceptance does not imply that this deviation also applies or will apply to other agreements.
3. If one or more provisions of these General Purchase Conditions are invalid, the validity of the rest of these General Purchase Conditions is not affected.
4. In the event of any discrepancy or conflict between these General Purchase Conditions on the one hand and the offer or the Agreement on the other, the text of the offer or the Agreement prevails. If there is no discrepancy or conflict, these General Purchase Conditions supplement the Agreement and form an integral part of it.
5. IceBear's General Terms and Conditions of sale apply to offers made by and agreements entered into with IceBear's customers for the sale of Goods by IceBear. These are included in a separate document.

Clause 3 – Applicable Law and Court with Jurisdiction

1. The General Purchase Conditions and all agreements entered into with IceBear are subject to Dutch law. Applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention, CISG) is excluded.
2. All disputes arising from this General Purchase Conditions and/or the Agreement shall be submitted to the Zwolle District Court.

Clause 4 – Validity of Provisions

1. If any provision in these General Purchase Conditions is void or voided, the other provisions of these General Terms and Conditions shall remain in effect and the parties must consult with each other to agree new provisions to replace the void or voided ones. In doing so, the purpose and meaning of the void or voided provision or provisions is taken into account as far as possible.

Clause 5 – Contract for Services

1. The Agreement between IceBear and the Supplier comes into effect when IceBear places a written order and this order is confirmed by the Supplier.
2. Variations in the Agreement and deviations from these General Terms and Conditions of Purchase shall only apply if these have been agreed in writing between IceBear and the Supplier.
3. If IceBear's order deviates from the Supplier's offer on minor points that do not concern the essentials of the Agreement, the Agreement comes into effect in accordance with this deviating order/assignment by IceBear if the Supplier has not explicitly rejected this order/assignment in writing within 14 days of the date of the Agreement or earlier as soon as the Supplier has delivered the Goods.

Clause 6 – Prices and Payment

1. Unless agreed otherwise, the price includes all costs associated with the performance of Supplier's obligations and all costs of packing and transporting the Goods and any insurance involved in such transport. Any costs associated with making offers or quotations by or on behalf of the Supplier are borne by the Supplier.
2. The Supplier must send the invoices to the invoice address provided by IceBear, stating the credit reference number, order number and precise specification of the Goods delivered. Unless otherwise agreed, payment is made no earlier than 30 days after receipt of the original and correctly drawn up invoice.
3. In the event of advance payment or payment in instalments, IceBear has the right to require the Supplier to provide as much security for performance as is deemed sufficient by IceBear. If the Supplier does not provide the required security within the set term, it will be in default and IceBear has the right to terminate the Agreement and to recover any damage from the Supplier.

Clause 7 – Performance within the Specified Time

1. The Supplier must perform the Contract for Services within the term specified in the Contract for Services. The term of performance starts on the date of the Contract for Services, unless the parties have agreed otherwise in writing.
2. If the Supplier fails to fully or partially comply with the provisions of paragraph 1, the Supplier is immediately in default without a notice of default being required. In that case, IceBear is entitled, without judicial intervention and without prejudice to its further rights, to terminate the Agreement in its entirety or in respect of the part that was not delivered within the specified time (and to have that part or the entire Agreement performed by a third party at the Supplier's expense.)
3. As soon as circumstances arise or can be foreseen as a result of which the Supplier is unable to perform the obligation as referred to in paragraph 1, it will notify IceBear of this fact without delay and in writing, stating the nature of these circumstances, the measures it has taken or will take and the expected length of the delay, failing which it will no longer be able to rely on these circumstances later. The Supplier may not invoke force majeure if it has not performed this obligation.

Clause 8 – Delivery, Transfer of Risk and Ownership

1. Delivery of the Goods takes place Delivered Duty Paid (DDP) Incoterms 2020 at the time and place indicated by IceBear, in proper packaging and with presentation of all necessary documents, such as a consignment note, packing list and border-crossing transport documents.

2. The Goods remain at the Supplier's expense and risk until the moment of delivery. IceBear acquires ownership of the Goods after they have been delivered or paid for, depending on which event occurs first. The Supplier bears the risk of damage to or loss of the Goods until the time of delivery at the business site and acceptance by IceBear.
3. If (i) the Goods are delivered to IceBear before the agreed delivery date or (ii) if it is in IceBear's interest to do so, it may postpone the delivery of these Goods for not more than three weeks. In this case, IceBear must notify the Supplier in writing, stating reasons. The Supplier is then obliged to store, conserve, secure and insure the Goods separately and identifiably and to take all measures required to guarantee the quality of the Goods.
4. The Supplier warrants that the Goods to be delivered are free of attachments, retention of title, third-party rights and that IceBear can freely dispose of the Goods. The Supplier indemnifies IceBear against all damage resulting from failure to comply with this clause.

Clause 9 – Suspension and Set-off

1. Without prejudice to statutory rights of suspension, IceBear may suspend payment to the Supplier as long as the Supplier or one of its group companies fails to perform any obligations under other agreements entered into with IceBear.
2. IceBear may set off any debt it owes to the Supplier against any claim that IceBear has on the Supplier or on the Supplier's group companies.

Clause 10 – Quality Assurance

1. The Supplier warrants the soundness of the Goods it has delivered. This warranty includes at least that:
 - a. the Goods are suitable for the purpose for which they have been ordered;
 - b. the Goods are new, of good quality and free from faults as regards design, processing, manufacturing, construction and fitting, as well as free from defects in the parts or materials used;
 - c. the Goods have been produced or manufactured in accordance with the latest state of the art;
 - d. the Goods are fully in accordance with the specifications and other provisions of the Agreement;
 - e. the Goods fully comply with all applicable regulations, laws, etc.
2. Goods are in any case considered to be faulty if they become defective within one year after delivery, unless this is due to gross negligence, deliberate misuse or a significant lack of maintenance.
3. Before dispatch, the Supplier shall carefully examine whether the Goods comply with the description in the order. If IceBear establishes during any investigation that the Goods delivered do not comply with the description in the order, or that it is likely that this will not be the case on completion of the manufacture, IceBear will inform the Supplier of this. The Supplier must take all necessary measures to still comply with the specifications given in the order and the provisions of the Agreement. If the Supplier disputes the results of an investigation carried out by IceBear, it may have a contra-examination carried out at its own expense.

Clause 11 – Warranties

1. The Supplier warrants that the Goods and any installation/assembly thereof comply with what has been agreed and are entirely suitable for the purpose made known by IceBear to the Supplier.
2. The Supplier warrants that the Goods are complete and ready for the use envisaged at the time of concluding the Agreement or for the apparently intended use under the Agreement. The Supplier must ensure that all parts, auxiliary materials, auxiliary components, tools, spare parts, operating instructions and instruction manuals necessary to achieve the purpose of the Goods stated to the Supplier by IceBear, are included in the delivery even if not specifically named in the Agreement.

3. The Supplier warrants that the Goods in every way comply with all applicable requirements provided for in Dutch or European laws or other governmental regulations in this respect, which are in force at the time of entering into the Agreement.
4. Regardless of the warranty period given by the Supplier, IceBear has the right to complain to the Supplier for Goods that prove to be faulty at any time and may exercise its rights under the law, the Agreement or these General Terms and Conditions.
5. Inspection or approval by IceBear does not release the Supplier from any guarantee or liability with regard to the Goods, as arising from the Agreement or the law.

Clause 12 – Engagement of Third Parties

1. The Supplier must implement the Contract for Services itself, unless IceBear has explicitly agreed in writing to outsourcing, subcontracting, or purchasing from third parties, or has issued a written order to that effect. The Supplier remains fully responsible for any contribution made by third parties in the performance of the Contract for Services, as if it were its own performance. The Supplier indemnifies IceBear against any claims from third parties involved in the performance of the Contract for Services.

Clause 13 – Consequences of Defects

1. An agreed delivery date or delivery time is a firm deadline. If the Supplier fails to deliver at the agreed time, the Supplier is in default without further notice of default being required.
2. Without prejudice to IceBear's statutory rights, in the event that the delivery period is exceeded and as long as delivery has not taken place, the Supplier owes IceBear an immediately due and payable penalty of 0.5% of the Price excluding VAT for each week, to be calculated from the day on which the default began, with a maximum of 5%. Since this penalty solely intends to encourage the Supplier to perform by the stipulated time, Article 6:92(2) Dutch Civil Code does not apply.
3. If the Supplier is in default and IceBear has consequently chosen to end the Agreement, this leads to legal obligations to undo. If, in this case, it concerns Goods that have been assembled or installed at IceBear, IceBear may opt to disassemble the Goods itself and return them, or to give the Supplier the opportunity to disassemble the Goods and take them back. In the first case, the costs of this disassembly shall be at the expense of the Supplier. If the Supplier - after having been given notice of default by IceBear to perform this obligation to undo - refuses to dismantle and take back the Goods it has delivered and IceBear then chooses to keep those Goods itself, the Supplier is no longer entitled to any compensation for those Goods, not even if those Goods still represent some value for IceBear or have some use.

Clause 14 – Right of Retention

1. The Supplier waives, and shall require its permitted subcontractors and suppliers of any level to waive, all rights of retention and claims, and the right to file and enforce or otherwise assert such rights of retention and claims, against the property of IceBear.

Clause 15 – Intellectual and Industrial Property Rights

1. The Supplier warrants the free and undisturbed use by IceBear of the Goods delivered. The Supplier indemnifies IceBear against the financial consequences of third-party claims on the basis of infringement of their intellectual or industrial property rights and shall compensate IceBear for all damage resulting from such infringement.
2. If the design for the delivered Goods is subject to any intellectual or industrial property right in the name of the Supplier, IceBear, if it proceeds to repair the Goods or has them repaired, shall not be deemed to be infringing this.

Clause 16 – Confidentiality

1. The Supplier is not permitted to inform third parties of the existence, nature or content of the Agreement.
2. The Supplier is not permitted to use the fact that IceBear is a customer of the Supplier for its own recruitment or advertising purposes.
3. The provisions of paragraphs 1 and 2 do not apply (i) after having obtained IceBear's written consent (ii) insofar as - with regard to paragraph 1 - those third parties are the Supplier's own consultants or (iii) the Supplier is obliged by law to publish this Agreement in full or in part.
4. Any violation of the provisions of paragraphs 1 and 2 results in an attributable breach of the Agreement. In addition to the rights which IceBear then has under the law and this Agreement, the Supplier must then pay compensation to IceBear, the scope of which is fixed at €5,000 unless IceBear can prove that its damage is higher, in which case the Seller owes this higher amount.

Clause 17 – Laws and Regulations

1. If, in connection with the Agreement, the Supplier, its employees and third parties it has involved need to enter the business premises and the buildings owned by IceBear, they are obliged to comply with all relevant occupational health and safety, environmental and other company regulations as well as with rules in respect of safety, health and the environment of IceBear, or any other applicable legal requirements.
2. At the Supplier's request, IceBear will provide the Supplier without delay with a copy of the rules and regulations referred to in paragraph 1, free of charge.
3. If the Goods purchased by IceBear are assembled or installed by the Supplier, the Supplier must ensure that the employees it engages have a legal employment status. If it appears that illegal employees have been used and IceBear is fined in this regard, the Supplier is obliged to reimburse IceBear for this fine.

Clause 18 – Liability

1. The Supplier is liable towards IceBear and/or its staff for all damage that has occurred or may occur on the part of IceBear and/or its staff in connection with the performance by the Supplier of its obligations under the Agreement. This liability also applies insofar as the damage is caused by members of Supplier's staff or by third parties engaged by the Supplier in respect of the Agreement.
2. The Supplier indemnifies IceBear against all claims from third parties with regard to damage suffered by these third parties as a result of the performance of this Agreement by the Supplier, its personnel and/or third parties it has engaged, and the use or application of the Goods delivered to IceBear by the Supplier.

Clause 19 – Insurance

1. The Supplier must ensure that it is adequately insured against any damage it may cause. At IceBear's request, the Supplier shall present a copy of the insurance policy to IceBear.

Clause 20 – Force majeure

1. A circumstance that cannot be attributed to the Supplier, but which occurs after the Supplier has already breached its contract, shall nevertheless always be attributed to the Supplier.
2. In case of force majeure, including force majeure according to Dutch law, literature and jurisprudence, the parties will be entitled to suspend full or partial performance of the Agreement for the period of force majeure. In the event of force majeure, IceBear may terminate the Agreement with immediate effect and without judicial intervention, without the Supplier having any right to compensation.
3. In any case, no force majeure is deemed to exist if, on the part of the Supplier, its staff and/or third parties engaged by it, the failure is caused by a lack of personnel, strikes, breach of contract, failure of auxiliary materials, liquidity or solvency problems, business interruptions due to fire, burglary, sabotage, outage of electricity, Internet

or telephone connections or activities of hackers, interruptions in production, illness, road blocks, accidents, government measures as a result of which obligations cannot be performed, as well as import and export restrictions.

Clause 21 – Notice of Termination

1. In the event of a permanent contract or a framework agreement as part of which various purchase agreements are entered into, IceBear may terminate this Agreement at all times, subject to a notice period as stipulated in the Agreement, or subject to a one-month notice period.

Clause 22 – Dissolution

1. In addition to the powers already mentioned in the law, the Agreement and these General Terms and Conditions, IceBear may dissolve all or part of the Agreement, without a notice of default, without judicial intervention and without being liable to pay damages to the Supplier, if:
 - a. a petition for the bankruptcy of the Supplier has been filed or the Supplier has been declared bankrupt;
 - b. the Supplier has applied for a suspension of payment;
 - c. a request by the Supplier, natural person, for the declaration of applicability of the debt rescheduling scheme is granted by the court, or the Supplier is placed under guardianship or otherwise loses the power of disposition of its assets or parts thereof;
 - d. the Supplier's business has been shut down;
 - e. one or more permits of the Supplier have been revoked;
 - f. the Supplier's business is dissolved or liquidated;
 - g. the Supplier's business has been taken over, has merged or demerged;
 - h. attachment is levied on the Supplier's claims or on all or part of the Supplier's business property or Goods intended for the performance of the Agreement or;
 - i. the Supplier or any of its subordinates or representatives has offered or provided any benefit to a person within the business of IceBear or one of its subordinates or representatives.
2. Claims that IceBear may have or acquire against the Supplier in the event of dissolution ('ontbinding') will be immediately due and payable in full at the time of dissolution.
3. If the Supplier fails to perform its obligations ensuing from another agreement it has entered into with IceBear, IceBear may suspend its obligations ensuing from this Agreement until such time as the Supplier has performed its obligations under this other agreement.

Clause 23 – Safety

1. Any third party and/or Supplier visiting an IceBear location agrees to abide by IceBear's safety rules and General Terms and Conditions on entering the location, unless otherwise agreed with IceBear in writing in advance. These safety rules and IceBear's General Terms and Conditions can, on request, be sent or handed over to a third party or Supplier in advance.
2. Any third party and/or Supplier visiting an IceBear location must report using the contact details given at the entrance before entering the location, unless otherwise agreed with IceBear in writing in advance.
3. Any third party and/or Supplier visiting an IceBear location must be able to produce legal identification, if so requested by IceBear.
4. Any third party and/or Supplier visiting an IceBear location must have a demonstrable command of one of the following languages: Dutch, English or German.
5. In line with the General Data Protection Regulation (GDPR) of 27 April 2016 (EU 2016/679), IceBear has drawn up a Privacy Statement. It states which data IceBear registers from third parties and/or the Supplier and how IceBear processes these. This Privacy Statement of IceBear can, on their request, be sent or handed over to a third party or Supplier in advance.

6. Any third party and/or Supplier visiting an IceBear location must carry at least a safety helmet, safety shoes and a safety vest. After the third party and/or Supplier reported themselves, IceBear will determine which personal protection equipment is required at the location.
7. Any third party and/or Supplier visiting an IceBear location must take note of the access instructions, which can be found at the main entrance of a location.
8. Any third party and/or Supplier visiting an IceBear location must register in the visitors' register present at the location. When leaving the location, the third party and/or Supplier must deregister from the visitors' register.
9. Any third party and/or Supplier visiting an IceBear location is not permitted to be at the location without being accompanied by an IceBear employee, unless otherwise agreed with IceBear in writing in advance.
10. Any third party and/or Supplier visiting an IceBear location is not permitted to be outside the indicated safe walking routes, unless agreed otherwise with IceBear in writing.
11. Any third party and/or Supplier who needs to enter a place at an IceBear location outside the designated safe walking routes must fill in a work permit together with IceBear beforehand. The work permit lays down the agreements on safety instructions, work instructions, hygiene and permitted walking routes.
12. Vehicles of third-party or the Supplier may only enter an IceBear location with IceBear's permission, unless otherwise agreed with the Supplier in writing.
13. The Work at IceBear's locations must be carried out under the adequate supervision and direction of the Supplier.
14. Supplier's working hours are, unless otherwise agreed in writing between IceBear and the Supplier, on working days between 07:00 and 18:00. Approval must be obtained from IceBear for working outside these normal working hours.
15. Possessing, being under the influence of or using alcoholic beverages, drugs and/or substances that influence the ability to react in any way are strictly prohibited on an IceBear location.
16. All persons and vehicles may be checked when entering or leaving IceBear's fenced locations for carrying or transporting unauthorised materials. In addition, IceBear may check persons for being under the influence of the substances referred to in paragraph 15 of this article. Monitoring will take place using suitable control and detection equipment and will be carried out by IceBear. The Supplier must render all cooperation necessary to enable IceBear to check incoming and outgoing Goods and passenger traffic.
17. A general smoking ban applies to all IceBear locations, with the exception of specifically designated smoking locations.
18. With regard to supplying or working with hazardous substances and their auxiliary materials at IceBear's (work) locations and in IceBear's buildings, the Supplier must obtain prior written permission from the relevant IceBear contact to use them. The Supplier must take into account the time required to obtain permission and complete a work permit. The Supplier must gather information in advance about the permitted Hazardous Substances.
19. A product data sheet and a material safety data sheet (also referred to as MSDS) must be provided to IceBear by the Supplier, based on statutory regulations. In the event of delivery of dangerous substances such as chemicals and auxiliary materials from the above categories, the MSDS must be provided on or before the moment the substance is delivered for the first time. If one or more changes relevant to the safety or health of workers or the environment occur in the data contained in the safety data sheet, a revised safety data sheet shall be supplied. The safety data sheet must comply with, among others, REACH (1907/2006).
20. Packaging of hazardous substances must be labelled and packaged in accordance with statutory regulations, so the contents are clear and a restriction on use in respect of what has been agreed can be guaranteed.
21. If and in so far as hazardous substances, for which the necessary exemption/work permit has not been granted and/or the relevant product or safety data sheets have not been provided, are nevertheless found, they will be removed from the locations or buildings by or on behalf of IceBear. IceBear shall not reimburse costs and waiting hours incurred in this regard. These costs incurred by IceBear or third parties shall be charged to the Supplier.
22. A third party and/or the Supplier or any subcontractor who performs services or works on an installation or related parts must be certified in accordance with the Safety, Health and Environment Checklist Contractors (SCC - or VCA in Dutch), or equivalent. In the latter case, the equivalence must be presented by the Supplier to the satisfaction of IceBear before the start of the services or works. The Supplier must act in accordance with this system when providing the services or executing the works. The Supplier must inform the staff working for it, in writing and orally, of the health and safety regulations that apply to IceBear.
23. Depending on the nature of the Work to be performed, the following is required:
 - Diploma 'basic safety' SCC (B-VCA) or equivalent;
 - Diploma 'Safety for Operational Managers' (VOL-VCA) or equivalent.
24. The equivalence of the diploma or certificate must be demonstrated by the Supplier.
25. The Supplier is responsible for the health and safety of third parties and persons charged with supervising the execution of Work. The Supplier must always inform IceBear of the name of the supervisor responsible for safety. Supplier's supervisory staff must be familiar with the safety regulations and instructions as applied by IceBear. The safety regulations and instructions applicable to the work must be present at the work site. IceBear may monitor Supplier's compliance with the health and safety regulations.
26. The Supplier itself provides its staff with sufficient personal protective equipment. The Supplier also ensures that this equipment is in good condition and suitable for effective use. The Supplier and its staff must make use of special safety equipment and/or clothing prescribed or made available by IceBear.
27. Before starting to provide services or execute work, the Supplier must draw up a 'Health, Safety and Environment Plan' (HSE Plan) in consultation with IceBear and submit it to IceBear for approval. The responsibility for this lies with the Supplier. The scope and form of the 'Health, Safety and Environment Plan' depend on the nature and scope of the services or works.
28. In the event of a breach of the conditions referred to in this article, IceBear may immediately deny the third party and/or Supplier access to the location. In the event of such a breach, property belonging to the third party and/or Supplier may be left behind. The Supplier may collect these belongings at a later time, to be determined by the Supplier. IceBear may also remove these belongings from the location itself.
29. In the event of repeated breach, IceBear can decide to permanently deny the third party and/or Supplier access to the IceBear location. IceBear can make this known to third parties and/or Supplier both orally or in writing and it is not subject to a period of limitation. IceBear shall not reimburse any consequential or other costs and waiting hours incurred by the third party and/or Supplier in this regard. Costs incurred by IceBear and/or third parties in the event of repeated breach shall be charged to the third party and/or Supplier.