



GENERAL CONDITIONS OF PURCHASE  
TNT NV

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# GENERAL CONDITIONS OF PURCHASE OF TNT

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## A. GENERAL PROVISIONS

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### ARTICLE 1 / DEFINITIONS

The following definitions shall apply to this Agreement:

TNT	the Dutch companies affiliated to the public limited company TNT N.V., having its registered office in Amsterdam, in accordance with the provisions of Article 2:24a of the Dutch Civil Code;
Agreement	any agreement for the purchase of goods by or on behalf of TNT and/or the provision of services, under whatever name, to TNT;
Proposal	a document prepared at the request of TNT containing the details of an offer made in anticipation of an Agreement;
Supplier	a natural person or legal entity that forms the other Party with respect to TNT in relation to an Agreement or Proposal;
Parties	TNT for the one part, and the Supplier for the other part;
Conditions	the present General Conditions of Purchase of TNT.

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### ARTICLE 2 / APPLICABILITY OF CONDITIONS

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

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### ARTICLE 3 / PROPOSAL AND FORMATION OF AN AGREEMENT

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

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## **ARTICLE 4 / ELECTRONIC ORDERS**

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

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## **ARTICLE 5 / PRICE ALTERATIONS**

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

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## **ARTICLE 6 / TRANSFER OF RIGHTS OR OBLIGATIONS**

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

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## **ARTICLE 7 / THE ENVIRONMENT AND HAZARDOUS SUBSTANCES**

1. The Supplier warrants that no substances were used in the provision of goods or services that are considered by Dutch or international legislation as being harmful to humans, the environment or property.
2. The Supplier warrants that all goods supplied have been packed and transported in accordance with Dutch and international legislation and/or prevailing sector agreements.
3. At the request of TNT, the Supplier shall remove without charge any packing materials used.
4. Prior to the first delivery of the goods or services, the Supplier shall inform TNT in writing whether any materials or products used, either on their own or in combination with other materials or products, might constitute a hazard for humans, the environment or property. In the event of the foregoing, TNT shall be entitled to cancel any orders without liability for payment.
5. Prior to the first delivery of the goods or services, the Supplier shall inform TNT in writing whether any use of the goods results in waste products, or whether the goods themselves constitute waste products, the removal and/or processing of which is subject to legal provisions. In the event of the foregoing, TNT shall be entitled to cancel any orders without liability for payment.

6. The Supplier shall adopt a proactive attitude and where possible be innovative in improving environmental performance in connection with the goods or services to be delivered, whereby avoidance and/or reduction of air emissions related to energy or transport is expressly preferential.
  7. At the first request of TNT, the Supplier shall make available to TNT all relevant information pertaining to the environmental impact of the goods and services.
  8. The Supplier warrants that all information it provides is correct and complete.
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## **ARTICLE 8 / SOCIAL AND ETHICAL RESPONSIBILITY**

1. The Supplier shall act in accordance with the prevailing Dutch and international legislation with regard to working conditions, welfare and safety of the employees.
  2. The Supplier shall accept ultimate responsibility and ensure that products and services wholly or partially obtained from third parties are not in breach of Dutch and international legislation with regard to working conditions, welfare and safety of the employees.
  3. The Supplier shall adopt a proactive attitude and where possible be innovative in improving social and ethical aspects relating to the goods or services to be delivered.
  4. At the request of TNT, the Supplier shall without charge provide information regarding the results achieved with regard to working conditions, welfare and safety of the employees and social responsibility.
  5. At the request of TNT, the Supplier shall, at no cost to TNT, present proof of any certification deemed relevant by TNT (ISO, IIP, OHSAS, SAS70, etc.).
  6. The Supplier warrants that all information it provides is correct and complete.
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## **ARTICLE 9 / INSPECTION**

1. At the request of TNT, the Supplier shall allow TNT to inspect goods that have been delivered or are due for delivery and/or services that have been provided or are due to be provided for compliance with statutory provisions or other specifications agreed between the Parties. On request, the Supplier shall provide testing and measuring equipment without charge and provide support staff.
2. TNT reserves the right to have the goods delivered (or partially delivered) and/or services provided (or partially provided) inspected by an independent testing institute. If the institute rejects the goods and/or services, the costs of the inspection shall be borne by the Supplier.
3. Without prejudice to the provisions of Article 11, TNT's right to reject goods shall lapse if it does not give the Supplier written notice to that effect within thirty days of delivery.
4. If goods and/or services are rejected, TNT may set a period in which the Supplier can replace the rejected goods and/or reprovide the rejected services. If the Supplier is unable to provide the goods and/or service within the set period, it shall be in default by law, and must immediately reimburse TNT for any sums already paid; without prejudice to the provisions of Article 12, no notice of default shall be required.
5. If delivery of goods or provision of services is made in instalments, each instalment shall be inspected individually. The Supplier shall not object to the rejection of a consignment or instalment on the grounds that a previous consignment or instalment was approved.

6. If goods are rejected, the risk for and ownership thereof shall be deemed to have never been transferred to TNT.
  7. Goods that have been rejected after delivery shall be available for collection by the Supplier between the third and eleventh day after notice of rejection was given. After that time, TNT may return the goods to the Supplier at the Supplier's own risk and expense or store the goods at the Supplier's own risk and expense.
  8. If the Supplier refuses goods returned under Article 9, paragraph 7 or if the Supplier refuses to collect goods stored under Article 9, paragraph 7, TNT shall have the right to offer them for public sale two months after the Supplier has been given notice of the intended sale. Any proceeds of the sale remaining after deduction of the costs of the sale and any sums owed by the Supplier to TNT shall be remitted to the Supplier.
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## **ARTICLE 10 / BILLING AND PAYMENT**

1. Invoices must quote the corresponding order number and must be sent to the specified billing address. Except where agreed otherwise, the invoice amount will be shown in euros.
  2. Payment shall be made sixty days following the end of the month in which TNT's financial administration receives the correct invoice, on the understanding that this period does not commence prior to delivery of the goods and/or provision of the services. The payment date will be deemed to be the date on which the due amounts are withdrawn from TNT's account.
  3. If the Supplier has failed to comply fully with any obligations applying under the Agreement or these Conditions, TNT shall have the right to suspend payment to the Supplier.
  4. If payment does not occur within the period referred to in Article 10, paragraph 2, and TNT fails to make the payment within a reasonable notice of default period, the Supplier shall have the right to charge TNT the refinancing interest rate + 2 percentage points, on the understanding that this will never exceed the statutory interest.
  5. If the Supplier owes money to TNT, the amount owed may be shown on the invoice as a credit.
  6. Advance payments shall only be made when agreed in writing. If the Supplier fails to meet a delivery deadline, it shall be liable for interest on any advance payments that have been made until delivery takes place. Interest shall be calculated at the statutory rate. Before making an advance payment, TNT may require the Supplier to provide an acceptable bank guarantee for an amount equal to the advance payment. Bank guarantees are at all times for the account of the Supplier.
  7. Except where agreed otherwise, payments shall be made only by bank transfer in euros to a bank or giro account held by the Supplier at a bank in the Netherlands.
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## **ARTICLE 11 / WARRANTY**

1. The Supplier warrants that the goods supplied and services provided are fit for the purposes for which they are intended and guarantees the accuracy of the specifications provided. The Supplier shall also ensure that goods delivered and/or services provided comply with all relevant statutory regulations and the specifications agreed with TNT.
2. If the goods delivered show defects within twenty-four months of delivery, or any longer period customary for the Supplier, and these are not caused by normal wear

and tear or injudicious use, the Supplier shall replace, repair or otherwise make good the defects at its own expense. Defects in goods delivered and/or services provided shall include material and/or manufacturing faults. A similar obligation to make good any defects applies to the provision of services during a period of twenty-four months after the said services have been provided.

3. Defects as referred to in Article 11, paragraph 2 shall be made good at the earliest possible opportunity, but no later than ten working days after the Supplier has been notified by or on behalf of TNT of the defect. If the Supplier fails to make good the defects within this period of time to the satisfaction of TNT, TNT shall be entitled to have the defects made good at the Supplier's expense.
  4. The Supplier guarantees that the goods and/or services provided do not infringe on the intellectual property rights of third parties or in any other way harm the rights of third parties.
  5. The Supplier guarantees that third parties contracted by the Supplier do not have intellectual property rights as referred to in Article 15, paragraph 1 in any goods and/or services provided by the Supplier.
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## **ARTICLE 12 / LIABILITY**

1. Each of the Parties shall be liable for all damage, whether direct or indirect, caused to the other Party as a result of any shortcoming in the discharge of its obligations to the other Party.
  2. The Supplier shall indemnify TNT against third-party claims in respect of 'defective products' (gebrekkige producten) in the meaning of the provision of the Dutch Civil Code on product liability.
  3. The Supplier shall indemnify TNT against third-party claims in respect of the infringement of rights, including intellectual property rights, of those third parties.
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## **ARTICLE 13 / FORCE MAJEURE**

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

1. If, after receiving notice of default by registered letter, one of the Parties fails to meet its obligations under the Agreement, the other Party shall be entitled to dissolve the

Agreement without judicial intervention. The Party whose failings led to the dissolution of the Agreement shall be liable to compensate the other Party for damages.

2. TNT shall be entitled to dissolve part of the Agreement insofar as the failings relate to part of the goods delivered and/or services provided. In the event of partial dissolution, consideration shall remain due pro rata.
  3. If TNT is entitled to dissolve the Agreement in whole or in part under this article, TNT may contract the further performance of the Agreement in whole or in part to another party at the expense of the Supplier and without further notice of default or judicial intervention being required. TNT shall also have this right in the event of a situation as referred to in Article 14, paragraph 4(b).
  4. TNT shall also have the right to immediately dissolve the Agreement without judicial intervention and without notice of default if:
    - a) the Supplier is declared bankrupt, awarded a suspension of payments order, or either part or all of the Supplier's business goes into liquidation;
    - b) any benefit, in any form whatsoever, is promised, offered or provided to employees of TNT by or on behalf of the Supplier, its representative or its employees.
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## **ARTICLE 15 / INTELLECTUAL PROPERTY RIGHTS**

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

9. In the event of disagreement between the Parties concerning intellectual property rights that arose under the Agreement, such rights shall in principle belong to TNT, save for evidence to the contrary.
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## **ARTICLE 16 / CONFIDENTIALITY / INSIDER TRADING PROHIBITION**

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

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## **ARTICLE 17 / DEVIATIONS FROM THESE CONDITIONS**

1. Any further agreements between the Parties relating to the stipulations of these Conditions shall supersede the provisions contained herein if recorded in writing and signed by both Parties.
2. The applicability of the general conditions of the Supplier is explicitly rejected.
3. TNT reserves the right to amend or supplement these Conditions. Any amendments or supplements to these Conditions shall take effect thirty days after they are announced or on a different date as stated in a written notification or in an announcement on the website of TNT.
4. If the Supplier does not wish to accept an amendment as referred to in Article 17, paragraph 3, it shall be entitled to terminate the Agreement with effect from the date that the amendment takes effect, by giving notice in writing. TNT must be in receipt of such notice before the date the amendment takes effect.

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## **ARTICLE 18 / JURISDICTION AND APPLICABLE LAW**

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

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## **B. SPECIFIC CONDITIONS FOR THE PROVISION OF GOODS**

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### **ARTICLE 19 / DELIVERY OF GOODS**

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

question, except where late delivery of the supplied goods renders them unsuitable for their purpose, in which case the full penalty shall be levied.

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## **ARTICLE 20 / TRANSFER OF OWNERSHIP AND RISK OF GOODS**

1. The risk of damage or loss of the goods shall be borne by the Supplier until delivery of the goods has taken place at the agreed location.
  2. Insofar as ownership has not transferred at an earlier time and without prejudice to the right of TNT to reject the goods under Article 9, ownership of the goods shall transfer to TNT no later than at the time of delivery.
  3. If any statutory or contractual provision provides for transfer of ownership prior to delivery, TNT shall be entitled to demand a statement of transfer of ownership from the Supplier in order to secure its title in the goods. Goods for which ownership has already transferred to TNT shall be kept distinct from other goods of a similar type. Except where agreed otherwise, Article 20, paragraph 1 shall remain unaffected by any transfer of ownership prior to delivery.
  4. All goods and documents provided by TNT to the Supplier in the performance of the Agreement remain property of TNT. The Supplier shall return such goods or documents to TNT immediately upon completion of the work, or at an earlier time if this can be reasonably expected of the Supplier.
  5. All goods developed and/or manufactured by the Supplier in the performance of the Agreement, including but not limited to drawings, sketches, moulds, templates, prototypes, computer programs in source code, object code and/or hard copy, the corresponding documentation and other resources, shall become property of TNT upon their manufacture.
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## **C. SPECIFIC CONDITIONS FOR THE WORK/SERVICES TO BE PROVIDED**

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### **ARTICLE 21 / DEFINITIONS**

Expert	a person employed by or on behalf of the Supplier who possesses qualifications and/or expertise and/or experience in certain specialised fields or work/services relevant to work/services to be provided to TNT.
Replacement	a person who replaces (temporarily) an Expert and meets the above definition of an Expert.

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### **ARTICLE 22 / PERFORMANCE OF WORK/SERVICES**

1. The work/services shall be provided in accordance with the requirements set out in the order and in observance of the requirements of good workmanship, without any additional costs whatsoever, at the agreed location, at the agreed time, in the agreed quantity, according to the agreed quality and for the agreed price.
2. If the work/services must be performed at the TNT location, this shall occur on working days during the normal office hours of TNT, except where explicitly agreed otherwise.
3. If TNT so requires, the Supplier shall provide a written statement of the personal details (and any changes therein) and qualifications relevant to the performance of the work/services of the Expert(s) that perform(s) or will perform the work/services.

4. If the Supplier uses resources or support staff of TNT in the performance of the services, TNT shall have the right to charge a fee to the Supplier for this purpose.
5. Article 19, paragraph 4 shall apply by analogy to the performance of requested work/services.
6. As soon as the Supplier is aware or expects that the delivery cannot take place at the agreed time or that the work/services cannot be performed during the agreed period, it shall immediately notify TNT in writing, stating the cause of the delay, the measures it has taken or shall take and the expected duration of the delay, failing which the Supplier may no longer seek recourse to these circumstances at a later time. TNT shall inform the Supplier as to whether the delivery time can be postponed or whether the agreed period can be extended. In the event of extension, the Parties shall agree a new delivery date or period.

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### **ARTICLE 23 / SUBCONTRACTING TO THIRD PARTIES**

The Supplier shall itself perform the work/services stipulated in the order, or have the work/services performed by persons employed by it and approved by TNT. The Supplier may only have the work/services performed by third parties with the prior written consent of TNT (which consent may be subject to conditions). The Supplier shall in such circumstances remain fully responsible for the work/services commissioned to it and shall impose these Conditions and the other conditions agreed between the Parties on any third party it contracts.

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### **ARTICLE 24 / AVAILABILITY AND QUALIFICATIONS OF THE EXPERT**

1. The Supplier shall make available to TNT the Expert named in the Agreement for the period of time stated therein. The Expert shall perform the work/services:
  - a) for the number of hours per week stated in the Agreement;
  - b) for eight hours per day during office hours.
2. Departures from the provisions in Article 24, paragraph 1 (including but not confined to overtime and/or standby duty) shall not be permitted without the prior written consent of TNT. TNT shall determine workable days and working times within the contractual period after consulting with the Expert involved.
3. The Parties may agree a familiarisation period at the Supplier's expense for each individual Agreement if the Expert in question has not previously performed work/services for the TNT entity in question. TNT and the Supplier shall agree any familiarisation period separately and shall define it in the Agreement.
4. The Supplier shall ensure that the Expert observes the working instructions and/or directions given by TNT or on its behalf.
5. Under no circumstances whatsoever shall the Supplier or Expert be authorised to act as the TNT's representative or agent.
6. The Supplier may replace an Expert subject to the prior written consent of TNT. TNT shall not refuse permission on unreasonable grounds. However, TNT shall have the right to refuse a Substitute proposed by the Supplier without being under obligation to have the Expert replaced by the same Supplier.
7. The Supplier shall pay the costs of a familiarisation period for a Substitute. The duration of a familiarisation period shall be agreed in advance. To the extent possible, the Expert to be replaced shall work alongside the Substitute during the familiarisation period to familiarise him with the work.

8. The Supplier shall immediately inform TNT if the Expert is sick, unfit for work, dismissed and/or absent. TNT and the Supplier shall then consult with each other to determine whether a Substitute needs to be appointed and how and when a Substitute will continue the work/services.

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## **ARTICLE 25 / HOURS WORKED BY THE EXPERT(S)**

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

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## **ARTICLE 26 / RATES AND FEES**

1. Except where agreed otherwise in the Agreement, the rates stated in the Agreement shall apply for the term thereof.
  2. Only surcharges stipulated in the Agreement shall apply in addition to the rate to work/services performed outside office hours, overtime and standby duty.
  3. Except where agreed otherwise in the Agreement, travelling and accommodation expenses shall be included in the rate and neither travelling expenses nor travelling time may be charged separately. Travelling and accommodation expenses and travelling time may be charged at agreed fixed rates only for an authorised journey undertaken on TNT's instructions with a point of departure and destination that differ from the agreed place of work.
  4. Unless agreed otherwise in the Agreement, all other costs, such as office, secretarial, administrative and other additional costs, are included in the rate and may not be claimed separately.
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## **ARTICLE 27 / TAXES AND SOCIAL SECURITY CONTRIBUTIONS**

1. The Supplier is and shall remain responsible and liable for fulfilling all tax and social security obligations resting upon it or any third parties/third-party legal entities it contracts under an Agreement. The Supplier shall indemnify TNT against all claims regarding these matters.
2. If the Supplier is self-employed without personnel, he/she shall at all times be in possession of a valid Declaration of Independent Contractor Status (Verklaring Arbeidsrelatie, VAR-WUO or VAR-DGA) and shall provide a copy of said declaration and a copy of his or her passport to TNT.
3. A Supplier employing personnel contracted under the performance of an Agreement shall, at the request of TNT, provide a Statement of Payment History regarding Sub-contractor Liability and Temporary Employer's Liability (Verklaring betalingsgedrag keten- en inlenersaansprakelijkheid) issued recently by the tax authorities (Belastingdienst) proving payment of value added tax, wage tax, social security contributions and/or employee's insurance contributions for Expert(s) and Substitute(s) contracted in the performance of an Agreement. The Statements of Payment History may, at the request of TNT, also be extended to third parties/third-party legal entities used by the Supplier in the performance of an Agreement. The Statements of Payment History must be issued by the tax authorities and/or Employee Insurance Board (UWV) and be certified as originals. If the Supplier fails to fulfil this obligation within thirty days of the request, TNT shall have the right to suspend all payments to the

Supplier under an Agreement and to dissolve the Agreement with immediate effect in accordance with the provisions of Article 14.

4. Without prejudice to the provisions of Article 27, paragraph 3, TNT may at its discretion allow the Statements of Payment History referred to in Article 27, paragraph 3 to be provided in the form of a statement by an auditor appointed in consultation with TNT. All costs incurred in relation to the auditor's statement shall be borne by the Supplier.
5. At the request of TNT, the Supplier shall enclose with its invoices a specification indicating the hours worked by a person each day, the days on which the person worked and the location at which the work/services were performed as well as copies of the passport/identity card of these persons. Personal details stated shall include the name, date of birth and citizen service number. The Supplier shall also declare that the persons named were employed by the Supplier or its subcontractors during the period in which the work/services were performed and included in the payroll during each payment period.
6. If the Supplier fails to pay, deduct or transfer wage tax, VAT, national insurance contributions or employee insurance contributions or fails to do so on time, TNT shall have the right to dissolve the Agreement with immediate effect in accordance with the provisions of Article 14.
7. Without prejudice to the provisions of the previous paragraphs, TNT shall at all times be entitled to request the Supplier to open a blocked account (G-rekening) or the equivalent thereof under the law prevailing at the time to allow TNT to deduct the contributions and taxes, as referred to in the previous paragraphs, over the agreed rates and fees and transfer these amounts to the blocked account for payment to the tax authorities (Belastingdienst). TNT shall also be entitled to deduct the contributions and taxes referred to in the previous paragraphs from the agreed rates and to transfer these amounts directly into the bank account of the tax authorities.
8. If the Supplier uses third parties in performance of Agreements concluded under these Conditions in accordance with the provisions of Article 23, the Supplier shall impose on such third parties the same obligations as those contained in this Article 27.

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## **ARTICLE 28 / CONFIDENTIALITY / INSIDER TRADING PROHIBITION**

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

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## **ARTICLE 29 / COMPANY SECURITY**

1. If the work/services are performed to any extent on the premises of TNT, the Supplier shall observe TNT's access control rules that are known to it or with which it may reasonably be expected to be familiar. The Supplier shall take such measures as may be necessary to ensure that persons supplied for performance of an Agreement observe these rules.

2. The Supplier shall take sufficient measures to ensure that an Expert observes TNT's written rules made known to the Expert with a view to maximising the security of its organisation.
  3. In the event of theft, embezzlement, fraud, bullying, aggression, vandalism, discrimination, sexual harassment, drug or alcohol abuse or other culpable conduct on the part of the Expert, the employment shall be terminated with immediate effect and any future working relations with the Supplier ruled out.
  4. If the working relations are terminated due to the conduct referred to in Article 29, paragraph 3 or any other reason imputable to the persons supplied, TNT may decide to enter the details of the Expert in the NOR (Negative Termination of Employment Registration) information system of TNT. The following information must be made immediately available to an authorised company investigator of the Security department or to an authorised TNT employee: surname, surname prefixes (such as 'de' or 'van') and initials, date and place of birth, citizen service number, copy of a valid passport or identity card and the current address.
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### **ARTICLE 30 / RELIABILITY OF EXPERTS**

1. At the request of TNT, the Supplier shall in all instances lend its full cooperation in the pre-employment screening of the Experts and third parties within the meaning of Article 23.
  2. The Supplier shall have an Agreement performed only by Experts who are reliable in every respect.
  3. At the request of TNT, the Supplier shall provide relevant personal details of an Expert involved in performance of an Agreement.
  4. The Supplier guarantees that the Expert is in possession of a Certificate of Good Behaviour (Verklaring omtrent het gedrag) issued by his or her municipality in regard to the performance of the work/services, unless TNT deems this unnecessary. The costs incurred in this respect shall be borne by the Supplier. If the Expert fails to produce such a certificate, the Expert shall not be permitted to perform the work/services.
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### **ARTICLE 31 / OTHER CONDITIONS RELATING TO EXPERTS**

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

