



**Introduction**

These General Purchase Conditions (hereinafter: GPC) are an integral part of any and all Requests for Quotation and Purchase Orders issued by or on behalf of Danieli Corus. Danieli Corus explicitly rejects the applicability of other general or specific terms and conditions or stipulations, which are not stated in express terms in the Request for Quotation or the Purchase Order.

These GPC consist of four chapters:

- Chapter 1 – General
- Chapter 2 – Supply of Goods
- Chapter 3 – Installation services
- Chapter 4 – Supply of Services

Chapter 1 will apply to all Requests for Quotation and Purchase Orders.  
Chapter 2 will apply to the supply of Goods.  
Chapter 3 will apply if the Supplier will also install these Goods for or on behalf of Danieli Corus.  
Chapter 4 will apply to Services, such as but not limited to advisory services, consultancy and the supply of Software.

In case of inconsistency between articles in these GPC, the provisions in the chapter with the highest number will prevail.

**Chapter 1. General**

**1. Definitions**

Words in these GPC with initial capital shall have the meaning assigned to them herein.

Client	In case DC is not the end-user, the natural or juridical person, who entrusted the supply of the Goods and/or the Services to DC.
DC	Danieli Corus B.V., the words “buyer” or “purchaser”, which may be used elsewhere in the Request for Quotation or Purchase Order shall have the same meaning as DC.
GDPR	The Regulation (EU) 2016/679, including any applicable legislation implementing or supplementing the same or otherwise relating to the processing of personal data of natural persons, together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities.
Goods	The goods, materials, equipment (including the design and/or engineering thereof) and/or all pertaining works, services and documents and any part or component thereof and incorporated therein, to be supplied as specified in the Request for Quotation or Purchase Order.
Party Parties	DC or Supplier. DC and Supplier.
Purchase Order	The purchase order issued by DC including all the specifications, requisitions, drawings and documents explicitly listed therein as an attachment to the Purchase Order.
Services	The services, such as advisory services, calculations, consultancy, design and engineering and all pertaining deliverables, to be performed as specified in the Purchase Order and any part or component thereof or incorporated therein.
Software	The information, in the form of computer programs that make a computer carry out certain functions, to be supplied as specified in the Purchase Order and any part or component thereof or incorporated therein.
Site	The location of DC or DC’s Client, where the Goods will be used by the Client and/or where the Work will be performed.
Supplier	The natural or juridical person identified in the Purchase Order as the supplier of the Goods, Services and/or Software. The words “vendor”, “seller” and “successful bidder”, which may be used elsewhere in the Request for Quotation or Purchase Order shall have the same meaning as Supplier.
Sub-supplier	The natural or juridical person, other than DC, that supplies the Goods and/or Services or one or more part(s) thereof to Supplier.
Work	The installation and/or erection services specified in the Purchase Order with respect to the installation and/or erection of the Goods.
Work Representative	The person appointed and authorized by Supplier in accordance with article 18 of these GPC.

**2. Purchase Order**

**2.1 Agreement**

The Purchase Order constitutes the entire agreement between the Parties. Any reference made in the Purchase Order to Supplier’s quotation and/or other correspondence shall not be construed to imply acceptance of Supplier’s prices, terms, conditions or any other stipulation in Supplier’s quotation, unless such prices, terms, conditions or other stipulations are explicitly accepted by DC in writing and is stated as such in the Purchase Order.

The Purchase Order shall be submitted by DC and accepted by Supplier by signing and returning the countersigned Purchase Order. DC may treat the Purchase Order as rejected, if it has not received the confirmation copy signed by Supplier within 2 working days following the date of submitting the Purchase Order. Starting the performance on any of the obligations of the Purchase



- Order by Supplier will shall be deemed as Supplier's unconditional acceptance of the Purchase Order.
- 2.2 Correspondence  
The Purchase Order number shown on the face of the Purchase Order shall be shown on all documentation including, but not limited to, invoices, communications, packing lists, delivery notes, Bills of Lading and other waybills. DC's minutes of meetings shall be deemed correct and agreed, unless and to the extent rightfully and well-motivated disputed by Supplier in writing within 2 working days after issuance thereof.
  - 2.3 Changes  
DC reserves the right at any time to make changes in the Purchase Order or any part hereof. If such changes cause an increase or decrease in Scope, Supplier's cost or a change of the delivery time, then an equitable adjustment shall be agreed by the parties in writing.  
Approval by DC of calculations, drawings, samples or other proposals shall not imply approval of deviations unless explicit confirmation of such approval is given in writing.  
If Supplier starts execution of the requested change without such written adjustment being in place, DC may at its sole option consider the requested change incorporated in the Purchase Order without consequences for the price or the time schedule.  
Any deviation from or amendment to the terms and conditions hereof requires the explicit approval of DC in writing.
  - 2.4 Cancellation or termination for default  
In the event of any default by Supplier to comply with any of the provisions and/or requirements of the Purchase Order, DC reserves the right to cancel or terminate all or part of the Purchase Order without any prior notice being required. Upon cancellation Supplier shall forthwith refund to DC all money received by Supplier from DC under the Purchase Order and DC shall allow, at Supplier's expense, return of all Goods and/or Services already delivered under the Purchase Order.  
Upon termination, DC's obligation under the Purchase Order shall be limited to the payment of the portion of the Purchase Order price corresponding to the delivered and accepted portion of the Goods and/or Services. Cancellation or termination will not prejudice to DC's right to compensation for the losses, damages suffered by it as a result of Supplier's default as well as other legal remedies at DC's disposal.
  - 2.5 Termination or suspension for convenience  
DC may at any time by written notice to Supplier terminate the Purchase Order or suspend partly or in whole its performance.  
Upon notice Supplier shall, to the extent specified, discontinue all activities to complete the Purchase Order, make best efforts to terminate, cancel, respectively suspend all its existing purchase orders or contracts relating to the Purchase Order on terms satisfactory to DC, and preserve and protect materials on hand, work in progress and completed work, or dispose of same in accordance with DC's instructions.  
Upon termination or suspension, DC and Supplier shall negotiate reasonable termination or suspension charges. Supplier agrees that any termination or suspension charges shall be limited to the payment of the Goods and/or Services already delivered or provided and the inevitable costs of materials and labor incurred to the date of termination or suspension and the inevitable costs as a consequence of the termination or suspension.
  - 2.6 Termination for change of control  
DC may terminate the Purchase Order with immediate effect and without compensation or indemnification of Supplier in case of a change of control of Supplier. For the purpose of this clause "control" means the ability to direct the business affairs of the Supplier whether by virtue of contract, ownership of shares or otherwise howsoever.
  - 2.7 Termination or cancellation for insolvency  
In the event Supplier is (about to be) declared bankrupt, is in a state of liquidation, has ceased its business, is the subject of a court order or preventative legal scheme of settlement, its commercial activities have been suspended or if it is in any similar situation arising from a procedure of the same nature existing in the national legislation and regulations of Supplier, prior to delivery of all Goods pursuant to the Purchase Order, DC may at its option (i) cancel the Purchase Order, retransfer ownership of the Goods to Supplier and claim refunding of the money already paid to Supplier or (ii) terminate the Purchase Order. In both cases DC shall be entitled to compensation for resulting loss and damage.
  - 2.8 Obligation to deliver data in case of termination  
In case of termination or cancellation of the Purchase Order in accordance with this article, the Supplier shall deliver to DC within thirty (30) days from the date of termination all documentation – such as but not limited to technical information, drawings, specifications, requisitions, calculations, erection plans and schedules - prepared by the Supplier as part of the Purchase Order.
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- 3. Price, invoicing and terms of payment**
- 3.1 Prices  
Unless expressly stated otherwise prices mentioned in the Purchase Order are fixed and firm, not subject to any changes or escalation and inclusive of all taxes, duties, levies and fees and the costs of delivery as per the agreed Incoterm.
  - 3.2 Invoices and payment  
Invoices shall be denominated and payments shall be made in the currency specified in the Purchase Order. To the extent the invoice is not disputed, payment will be made by bank transfer within 45 days following the month of receipt of Supplier's duly signed and correct invoice – but not later than 60 days after the receipt of the invoice - and other documentation as required in the Purchase Order, unless agreed otherwise.  
Final payment however will not be made until Supplier has fully complied with all conditions and obligations of the Purchase Order.



- 3.3 Submitting of invoices All invoices must be submitted latest within 3 months from the date that the Goods have been delivered and/or the Services have been provided in accordance with the Purchase Order.
- 3.4 Non-waiver Payments made by Danieli Corus do not imply any waiver of rights whatsoever and do not constitute acceptance of the Goods and/or Services under the Purchase Order.
- 3.5 Advance Payment Bank Guarantee If DC has to make an advance payment to the Supplier under the Purchase Order, DC has the right to demand an Advance Payment Bank Guarantee prior to making the advance payment. The guarantee must be an on-demand irrevocable and unconditional guarantee that is subject to the Uniform Rules for Demand Guarantees (URDG) as published in ICC Publication No. 758 (URDG 758), must be issued in a format and by a bank that is acceptable to DC. The validity of the guarantee shall be extended by the Supplier in case of delay of the delivery of the Goods and/or Services and the costs of such extension shall be borne by the Party to whom the delay is attributable.

**4. Assigning and subcontracting**

Supplier shall not assign the Purchase Order, in whole or in part without DC's written consent. If DC consents to any assignment or subcontract, such consent shall not relieve Supplier of or from any of the obligations or duties under the Purchase Order and shall be subject to Supplier's compliance with all such duties and obligations and to DC's rights under the Purchase Order.

**5. Liability and insurance**

- 5.1 Liability Supplier shall be liable towards DC and the Client and hold DC, the Client and DC's affiliates and their directors, officers, employees, agents and contractors, harmless from and indemnify them against any and all actual or contingent damage, loss, (personal) injury (including death), expense, cost, fine, penalty, claim, including reasonable attorney fees and litigation costs, suffered or incurred by or brought against DC, the Client and DC's affiliates and their directors, officers, employees, agents and contractors, resulting from or connected with the Purchase Order, its execution and the use and/or sale of Supplier's Goods and/or Services by DC, the Client and DC's affiliates and/or any third party, except to the extent that such damage, loss, (personal) injury, expense, cost, fine, penalty or claim is caused by DC's, the Client's and/or DC's affiliates' willful misconduct or gross negligence.
- 5.2 Liability for wage tax and social insurance contributions Supplier shall hold DC harmless against any claims from third parties, such as competent tax authorities, due to non-compliance of the Supplier and/or its Sub-supplier(s) with its obligations resulting from wage tax and social insurance contributions (such as but not limited to the Dutch Wages and Salaries Tax and National Insurance Contributions) not having been paid, additional tax assessments, fines, penalties and interest on tax due. Supplier will compensate DC for such costs and/or damages immediately if so requested.
- 5.3 Liability limitation Neither Party shall be liable towards the other for any special, indirect and consequential loss or damage, including but not limited to loss of production or profit, non-operation or increased expense of operation and non-physical damage, unless stipulated otherwise in these GPC.
- 5.4 Insurance The Supplier shall take out and maintain insurance policies which are to DC's reasonable opinion appropriate to cover the risks during the execution of the Purchase Order.

For the supply of Goods at least the following insurances should be taken out and maintained for the duration of the Purchase Order:

- Employer's Liability;
- General liability (including public liability and product liability).

For installation services the above-mentioned insurances as well as the following insurances should be taken out and maintained for the duration of the Purchase Order:

- Automobile liability;
- Erection and construction all-risk.

For Services at least the following insurances should be taken out and maintained for the duration of the Purchase Order:

- Employer's Liability;
- General liability (including public liability); and
- Professional indemnity.

At the request of DC, Supplier will provide valid insurance certificates with at least the following information and keep DC informed of any changes:

1. Summary of scope of cover;
2. Insured sum(s), limit(s) of liability for any one event and including aggregate(s);
3. Deductibles;
4. Validity period of insurance;
5. Name of insurer(s);
6. Insured parties;



7. Territorial limits.

Supplier shall procure, that all Sub-suppliers will also meet the insurance requirements. Should Supplier at any time neglect or refuse to provide any insurance required herein, or should any insurance be cancelled, DC shall have the right to arrange such insurance. In such case, the price in the Purchase Order shall be reduced by an amount equal to the costs to DC to arrange such insurance.

6. Information, confidentiality and intellectual property

6.1 Information The Supplier will be deemed to have carefully examined all documents provided to it by DC and fully satisfied itself regarding all the conditions, risks, contingencies and other circumstances which might affect the supply of the Goods and/or the performance of the Services. No increase in the Purchase Order price will be allowed for the Supplier's failure to ensure that it is fully informed regarding all the circumstances relating to the Purchase Order.

6.2 Confidentiality All information – including but not limited to documentation, drawings, reports and specifications - submitted by DC to Supplier in any form or manner, is submitted solely for the execution of the Purchase Order and may not be disclosed to any other party, without the prior written consent of DC, and then only subject to a confidentiality restriction that is at least as stringent as the confidentiality obligations to which the Supplier is bound. Supplier undertakes to ensure that such third party also uses information solely for the purpose as stipulated in the Purchase Order. Supplier shall be liable for any loss suffered by DC as a consequence of failure to observe these provisions. The provisions of this paragraph survive the expiration or termination of the Purchase Order.

6.3 Publicity No license, express or implied, is granted to Supplier by the Purchase Order. Supplier shall not advertise, market or otherwise disclose to others any information relating to the making of the Purchase Order, nor use the name, trademarks of DC or any DC affiliate without DC's explicit consent in writing.

6.4 Intellectual property rights Supplier is not entitled to make use of or refer to any trademark, trade name, patent, design, copyright, or other intellectual property right of DC or any of its affiliates, unless prior written consent of DC has been obtained. All intellectual property rights and know-how relating to Goods and/or Services generated and/or developed by Supplier or its Sub-supplier under the Purchase Order for the benefit of DC will be exclusively owned by DC and shall be, and hereby is, fully assigned and transferred at no costs to DC. Supplier shall procure that the same obligations will apply to each of its Sub-suppliers.

Supplier shall also defend, indemnify and hold DC and any affiliate of DC and Client harmless from and against any claim, demand, loss, damage, liability, cost or expense (including reasonable attorney's fees and legal expenses) relating to the infringement or alleged infringement of patents or patent rights by reason of the use of goods, services and proprietary technology covered by this Purchase Order. If the use of any such goods, services or proprietary technology is held to constitute an infringement of any patent or patent rights and any order (whether preliminary or final) enjoining such use is entered in any suit or proceeding, Supplier shall, as DC may direct, but at the sole expense of Supplier, procure for DC the right to continue using such goods, services or proprietary technology, replace the same with non-infringing goods, services or technology equivalent in function or purpose, or, in the case of any equipment comprising such goods modify such equipment without diminishing its function so that such equipment becomes non-infringing.

7. Force Majeure

Neither Party shall be liable towards the other Party for any failure to fulfil any term or condition of the Purchase Order, if fulfilment thereof has been delayed, interfered with or prevented by any event beyond the reasonable control of the Party concerned, which is not for its risk or reasonably foreseeable, provided that Supplier is not already in default of those obligations under the Purchase Order, which are being delayed, interfered with or prevented and provided that the circumstance or circumstances is one of Force Majeure recognized as such in the contract between DC and the Client. The mere fact of late supply of materials, labor or utilities to Supplier or Sub-suppliers shall not be deemed Force Majeure.

In the event of a Force Majeure occurrence, the Party that is prevented from performing its obligation(s) under the Purchase Order due to the Force Majeure shall formally notify the other Party without undue delay from the occurrence of the Force Majeure. Furthermore, the Party that claims Force Majeure shall use all reasonable endeavors to remedy the consequences of the Force Majeure occurrence without delay. Such particulars shall include, to the extent reasonably possible, the estimated duration of the Force Majeure occurrence, estimated time to be delayed, estimated impact (if any) on the agreed milestones and other obligations of such party under the Purchase Order.

8. Delivery

8.1 Conditions Delivery shall take place in accordance with the International Chamber of Commerce's Incoterms 2020 in force at the date of the Purchase Order. Unless explicitly agreed otherwise, the Incoterm shall be DDP at the place indicated in the Purchase Order.

8.2 Delivery time The delivery time(s) stipulated in the Purchase Order is/are of the essence. Any failure by Supplier, or reasonably expected failure by Supplier, to make delivery by the date(s) specified in the



Purchase Order, shall constitute a substantial breach of the Purchase Order, unless otherwise excused pursuant to articles 2.3 or 7 of the GPC.

In case of Supplier's failure to meet with the delivery date, DC shall be entitled, without prejudice to its other (contractual) rights, for the account and risk of Supplier, to take such measures as it deems necessary to limit or prevent the delay, expected delay or damages.

8.3 Foreseen delay Without prejudice to Supplier's obligations to deliver the Goods and/or to provide the Services at the specified time and place, Supplier shall immediately notify DC in writing at the moment any delay is foreseen. Supplier shall in such case immediately submit its proposal detailing the measures Supplier shall take for its own account to recover the delay in order to maintain the agreed delivery time. Should Supplier fail to take foresaid measures or should DC not approve the measures, DC reserves the right to require Supplier to forthwith implement, for Supplier's account, the measures DC deems necessary.

**9. Expediting and shipment**

9.1 Expediting Supplier shall expedite manufacturing and delivery of the Goods within its own organization and with its Sub-suppliers. DC reserves the right to expedite manufacturing and delivery of the Goods and to enter the premises of Supplier and its Sub-suppliers at any time. For the benefit of DC, Supplier shall stipulate the same rights from its Sub-suppliers. Supplier may not pack or ship unless the Supplier has an Inspection Acceptance Note duly signed by DC or inspection is waived in writing by DC. Access by DC, or its representative, to Supplier's or Sub-supplier's premises for the purpose of expediting and inspection shall be arranged by Supplier.

9.2 Packaging Supplier shall provide at its own expense adequate packaging (unless it is usual for the particular trade to send the Goods and/or the Services unpacked), which is required for the transportation, handling and storage of the Goods and/or the Services. The packaging shall be marked appropriately in order to ensure a damage-free transport.

9.4 Licenses and permits Supplier shall timely obtain any and all licenses and permits, which are required in the country of shipment, of origin, of transit and of destination to perform the Purchase Order. Supplier shall comply with all legal regulations of any designation whatsoever which have to be fulfilled in connection with the execution of the Purchase Order.

9.5 Safety instructions and regulations If a visit as mentioned in article 9.1 or article 17 of these GPC is held at Supplier's premises, the Supplier is – prior to accessing Supplier's premises – obliged to inform DC about the safety instructions and -regulations that apply to the premises of the Supplier. Furthermore, the Supplier is obliged to make proper personal protective equipment available to DC.

**10. Compliance**

10.1 Compliance Supplier warrants that the Goods, Services and /or Software are (designed, manufactured, assembled and/or provided) in compliance with (the requirements in) the Purchase Order, all applicable legislation, statutory national and/or international requirements and (technical) regulations including but not limited to safety, health and environmental regulations. Supplier warrants and shall procure and produce evidence that the Goods and/or the Services are delivered at the agreed time and place, in the agreed volumes and/or quantities, in appropriate packaging, in accordance with the Purchase Order. Any damages and/or costs and expenses incurred by DC related to Supplier's failure to deliver the goods and/or services in accordance to the delivery terms and/or specifications stated in the Purchase Order shall be for the Supplier's account.

10.2 Non-discrimination Supplier shall not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, national origin, age, physical or mental disability or any other unlawful criterion, and it shall comply with all applicable laws against discrimination and all applicable rules, regulations and orders issued thereunder or in implementation thereof.

10.3 Ethics Parties shall comply with the provisions of the Danieli Group Code of Ethics (<https://www.danieli-corus.com/assets/policy.pdf>) and the Danieli Group Code of Conduct for suppliers ([https://www.danieli-corus.com/assets/dc-supplier-code-of-conduct\\_2023.pdf](https://www.danieli-corus.com/assets/dc-supplier-code-of-conduct_2023.pdf)).

Notwithstanding the aforementioned, Parties hereby warrant to each other that they shall refrain from unethical behavior at all times. Unethical behavior includes but is not limited to:

1. Non-compliance with the eight fundamental Conventions of the International Labour Organization throughout the supply chain (such as forced or compulsory labor, corporal punishment, sexual or verbal harassment, discrimination, employing children, unequal treatment for grounds of gender, payment below minimum wages and working hours that exceed the maximum under the applicable laws);
2. Business dealings in case of a conflict of interest;
3. Bribery and corruption (as also set forth in the Danieli Group Anti-Corruption Policy, <https://www.danieli-corus.com/assets/anticorruption-policy-dan-group.pdf>); and
4. Making of gifts (such as but not limited to admissions to recreational events, donations, gifts, (kickback) payments, remunerations, services or comparable gifts) that are or may be intended or perceived to obtain favors for the conduct of business.

**11. Hazardous materials**



Supplier shall not bring or deliver any toxic, hazardous or otherwise regulated substances or materials to DC or its Client, except to the extent necessary to perform the Purchase Order and then Supplier may do so only to the extent that Supplier:

1. Complies with all applicable (legal and technical) requirements;
2. Provides all appropriate warnings and notifications to DC and its employees; and
3. Provides DC with all information necessary for DC to comply with any obligations that the existence of such substances or materials (alone or together with other substances or materials) imposes upon DC or its Client.

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**12. Penalties**

- 12.1 Penalties Unless explicitly stated otherwise in the Purchase Order and without prejudice to Danieli Corus' right to claim compensation for any damage it sustains, for each calendar week by which the term for delivery of the Goods and/or the Services is exceeded Supplier will owe an immediately due penalty, without any notice of default being required, equal to 1% of the amount of the Purchase Order, unless the cause of the delay is not attributable to the Supplier.
- 12.2 Payment of penalties At DC's choice, the payment of penalties by the Supplier due under the Purchase Order may, in whole or in part, be (i) set off by DC against any sum remaining to be paid to the Supplier and/or (ii) paid against a credit note issued by the Supplier.
- 12.3 Non-waiver Payment of penalties shall not release the Supplier from the specific performance of its obligations under the Purchase Order including the obligation to deliver the delayed Goods or provide the Services.

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**13. Data Protection**

The Supplier will comply with the GDPR in the execution of the Purchase Order and shall provide all assistance and information to enable DC to comply with the GDPR.

In case Supplier acts as a processor of personal data of DC, Supplier shall:

1. Process the personal data solely on the instructions of DC in writing and for the performance of its obligations under the Purchase Order;
2. Notify DC if processing is done based on a requirement of the applicable European Union or laws of a Member State;
3. Ensure that the persons involved in the processing are bound to confidentiality;
4. Only provide its employees with access to personal data on a need-to-know basis;
5. Implement appropriate technical and organizational security measures (as mentioned in article 32 of the GDPR);
6. Not engage another (sub)processor without the prior written approval of DC and shall ensure after obtaining written approval that the (sub)processor will be bound to the obligations as stipulated in this article;
7. Provide DC its assistance both for responding to requests of data subjects exercising their rights under the GDPR and for fulfilment by DC of its obligations relating to securing of the processing and reporting of data leaks;
8. Promptly notify DC via [privacy@danieli-corus.com](mailto:privacy@danieli-corus.com) of any communication from a data subject regarding the processing of DC personal data, or any other communication (including from a supervisory authority) relating to DC' obligations under the GDPR in respect of the DC personal data;
9. Notify DC in writing without undue delay of any personal data breach, and in any event within 24 hours, upon Supplier becoming aware of a personal data breach;
10. At the end of the Agreement, either return or delete all processed personal data, to the discretion of DC, unless in the event of a statutory obligation to retain the personal data;
11. Make available to DC on request all information necessary to demonstrate compliance with its obligations in relation to personal data;
12. Not transfer any personal data to any country outside the EU/EEA or to any international organization, without the prior written approval of DC, which shall be subject to the condition that Supplier as well as that any sub-processor shall be bound by the relevant standard contractual clauses.

In case Supplier processes DC personal data as processor, Supplier shall, at the sole discretion of DC and at first request provide its assistance to record all details as listed in article 28 paragraph 3 of the GDPR.

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**14. Miscellaneous**

- 14.1 Severability If a provision hereof or of the Purchase Order should be or become ineffective or invalid for whatever reason, the remaining provisions will not be affected thereby. The Parties agree to replace the ineffective or invalid provision by an effective and valid arrangement, which achieves as closely as possible the purpose and the financial effects intended by the ineffective or invalid provision.
- 14.2 Expiration of rights Unless otherwise provided by law without the possibility of contractual waiver or limitation, any legal or other action that Supplier might have under this Purchase Order must be commenced no later than one (1) year from the date on which the cause of action arose.
- 14.3 Language All documents and correspondence under the Purchase Order shall be in the English language.



- 14.4 Non-waiver Failure by either Party to require strict performance by the other Party of any obligation hereunder shall in no way affect its right thereafter to enforce any obligation, nor shall a waiver by either Party of any breach be held to be a waiver of any previous or later breach. No waiver will have any effect unless specific, irrevocable and in writing.
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- 15. Governing laws and disputes**
- 15.1 Governing law The Purchase Order shall be governed by and interpreted in accordance with the laws of The Netherlands without recourse to its conflict of laws principles. The United Nations Convention, concluded at Vienna on 11th of April 1980, on contracts for the International Sale of Products shall not be applicable to the Purchase Order.
- 15.2 Disputes All disputes arising out of, in connection with or relating to the Purchase Order shall be submitted to the exclusive jurisdiction of the court of Noord-Holland, The Netherlands.
- 15.3 Performance Pending a dispute neither Party shall be excused from performing any of its obligations under this Agreement, except for obligations directly affected by the dispute.



Chapter 2. Supply of goods

<b>16. Goods</b>	
16.1 Specifications	Supplier guarantees that the Goods will be new, and both the workmanship and materials shall be of good merchantable quality for the industry, free from any and all defects, free of all liens and encumbrances and will in all respects strictly comply with all specifications applicable thereto and shall be suitable for their specified purpose and requisitions of the Purchase Order. Supplier warrants that Goods manufactured or fabricated by Supplier pursuant to a design or specification furnished by DC shall be in complete and strict compliance with said design or specification. Supplier warrants that the Goods will be and remain suitable for the purpose for which DC or Client wants to use it, as far as this purpose can be or should have been known to Supplier. Anything that may be called for in specifications and not shown on drawings, or shown on drawings and not called for in specifications, shall be of like effect as if called for and shown in both. Except as otherwise expressly provided for herein, in case of express conflict between drawings and specifications, specifications shall prevail. In the event Supplier discovers any ambiguities or discrepancies in specifications, drawings or other documents forming a part of the Purchase Order, Supplier shall immediately submit the matter to DC in writing for its determination and shall comply therewith.
16.2 Completeness	Items or parts of Goods not specified in the Purchase Order but necessary for the proper, safe and efficient use, operation, construction or maintenance of the Goods and for the fulfillment of Supplier's guarantees are deemed to be included in the Purchase Order and shall be supplied and/or executed by Supplier at no extra cost to DC unless otherwise specified in the Purchase Order.
16.3 Conformity markings	Supplier will ensure that the Goods have the mandatory conformity marking(s) for the country or countries where the Goods will be used by DC or Client or are indicated to be used by DC, such as but not limited to CE-marking (European Economic Area), EAC-marking (Eurasian Customs Union), FCC-marking (United States of America) and/or ISI-marking (Republic of India).
16.4 Equivalent	In case the expression 'or equivalent' is used in a Purchase Order, Supplier shall require prior written approval of DC for any 'equivalent' of Goods Supplier intends to supply. Simultaneously with filing the request, Supplier shall submit all information that demonstrates that the proposed 'equivalent' of the Goods has at least the same or comparable specifications.
16.5 Title	Supplier expressly warrants that it has good and marketable title to Goods supplied under the Purchase Order. Supplier further warrants that the supply of the Goods and the simple use, sale or application thereof by DC or its Client will not result in or give rise to any infringement or misappropriation of any patent, copyright, trademark, design, trade secret, proprietary data or license.
16.6 Transfer of ownership and risk	The ownership of Goods supplied under the Purchase Order shall pass to DC at the earlier of complete payment or delivery either (i) at the point as stated in the Purchase Order or (ii) at the point indicated by DC in writing. The risk of the Goods shall not pass to DC until the Goods have been delivered in accordance with article 8 and are accepted by DC.
16.7 Non-competition	Without the explicit permission of DC in writing, the Supplier, its affiliates and subsidiaries may not directly or indirectly enter into any contractual relation of whatever nature with the Client for the supply of (spare) parts for the Goods, unless such request is made in writing by DC. If such a request for (spare) parts is received by the Supplier from the Client or its representatives, the Supplier will forward this request immediately to <a href="mailto:spares@danieli-corus.com">spares@danieli-corus.com</a> and inform the Client that the request is forwarded to DC. Any breach of this clause results in the Supplier – without further notification – forfeiting to DC a penalty in the amount of EUR 100,000 (say: one-hundred thousand euro) per case, without prejudice to DC' right to claim compensation for any damage it sustains. The provisions of this paragraph survive the expiration or termination of the Purchase Order.

**17. Quality and warranty**

17.1 Inspection and testing	<ol style="list-style-type: none"><li>Supplier shall carefully and continuously control and test the quality of the materials and the manufacturing operations during the production of the Goods, in order to assure that the Goods will comply with the requirements of the Purchase Order.</li><li>Supplier shall ensure that DC, its Client or its nominee has the opportunity to inspect the Goods at any time during or after the manufacture, construction or assembly and to check the progress of the work under the Purchase Order, either at Supplier's works or at the works of its Sub-supplier(s) or wherever else the Goods may be or the work is carried out. Supplier shall make available to DC's inspector the measurement equipment in calibrated condition required to perform the inspection with sufficient accuracy. Cost for additional or prolonged inspection or re-inspection by DC for reasons within Supplier's responsibility shall be for Supplier's account. These costs shall include costs for salaries during working and traveling hours, as well as costs for boarding and lodging.</li><li>DC has the right to attend, at his costs, any and all kinds of tests that the Supplier will make. In order to allow DC to attend tests on any materials or carry out inspection at agreed hold-and-witness points, Supplier shall inform DC at least 5 (five) working days in advance of the foreseen date of testing or readiness for inspection. Supplier shall clearly indicate which parts or items of equipment are ready for testing and/or inspection. Any expense related to the tests, the compilation of the reports and the supply of certificates shall be for Supplier's</li></ol>
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account. Certificates shall be issued by qualified institutes. Any cost for inspections and tests, including but not limited to mechanical, chemical, hydrostatic, X-ray, ultrasonic and laboratory tests, as well as any personal expenses for third party inspectors, including but not limited to cost for travel, living and salaries, are for Supplier's account, unless otherwise specified in the Purchase Order. In addition to the above, DC has the right to ask for additional testing. If Goods appear as a result of testing not to be in compliance with the requirements of the Purchase Order all costs for additional testing shall be for Supplier's account.

4. DC reserves the right to entrust the inspection to third parties.
5. DC reserves the right to interrupt the inspection as long as necessary if the (working) conditions during the inspection are unsafe.
6. Performance or non-performance of any inspection or check or DC's knowledge of any non-conformity or defects does not relieve Supplier of any obligation or liability under the Purchase Order or affect these, nor shall it in any way impair DC's right to reject at any time nonconforming or defective Goods, nor shall it constitute acceptance by DC of the Goods.

17.2 Warranty

Supplier warrants the proper functioning of the Goods and shall repair or replace any Good that will not proper function or becomes defective within a period of 24 months from the date of first operational use or 36 months from the date of delivery, whichever date is later. During the warranty period Supplier shall, upon notification by DC, repair for its own account and risk all existing or subsequently occurring defects of the Goods, to DC's satisfaction immediately upon receipt of the notification or at a point in time mutually agreed by the Parties. In case a repair or replacement work permits no delay and/or it is unreasonable or impractical to have the work executed by Supplier, DC is entitled to execute or have the work executed on behalf of Supplier and for Supplier's account, no prior notification being required. The above-mentioned warranties and remedies shall not apply in case of normal wear and tear.

17.3 Warranty period after repair

Repaired or replaced parts will be warranted for another period of 24 months from the repair or replacement date. The warranty period of the Goods shall be extended by any period(s) equal to the period(s) during which the Goods have been out of operation or their operational use has been delayed as a result of a defect to which this warranty applies.

17.4 Failure of compliance with obligations

If Supplier fails to comply with its obligations set forth under this warranty, DC is, upon formal notification to Supplier, entitled to carry out the repair or replacement work itself or to have it carried out by its Client or a third party for Supplier's account, without prejudice to Supplier's obligations under the warranty.



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**Chapter 3. Installation services**

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**18. Work Representative**

Prior to the start of the Work, Supplier shall nominate, in writing, a Work Representative who shall have authority to act for and on behalf of the Supplier in all matters concerning the Work. The Work Representative shall be readily available at all reasonable times to exercise the responsibilities of Supplier in accordance with the Purchase Order. Supplier is not entitled to replace its Work Representative, unless DC has been notified well in advance in writing and has given its consent for doing so.

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**19. Obligations of DC**

1. DC shall make the Site available to Supplier, its personnel and its Sub-suppliers for the performance of the Work.
2. DC shall obtain and maintain DC's permits and authorizations necessary for the performance of the Work.
3. DC shall provide for the performance of the Work in a due manner for the services in its scope as specified in the Purchase Order, at the times and places specified in the Purchase Order, or if no times are specified, at such times which will not impede Supplier's activities. These services shall be provided free of charge, unless otherwise agreed upon.

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**20. Obligations of Supplier**

1. Supplier shall be deemed to have obtained for itself a full understanding and knowledge of the nature of the Work and of the prevailing conditions under which the Work must be performed in connection with the Site and (interfering) activities of the Client and third parties.
2. Supplier shall be knowledgeable of all relevant requirements and recommendations made by national authorities, public authorities, and codes of practice, which are applicable to the Work. Supplier shall perform the Work in compliance therewith. If such requirements and recommendations are altered or newly imposed upon after the effective date of the Purchase Order and subsequently affect the costs of Supplier Parties shall agree in writing on the compensation of such costs.
3. Supplier shall perform the Work with due diligence and in accordance with general accepted standards of industry and shall furthermore ensure that the Work and facilities, services, and equipment used for the performance of the Work shall be of good quality and workmanship and in accordance with the requirements of the Purchase Order.
4. Supplier shall take custody of the Goods. Any failure to maintain the Goods properly shall be at the sole risk and responsibility of Supplier and any consequences thereof, including any delay to the Work shall be borne by Supplier.
5. Unless specifically agreed upon otherwise by Parties, Supplier shall resolve all questions concerning its personnel, such as but not limited to recruitment, salaries, insurance, offices, lodging, meals, transport, medical aid, taxes, leave and holiday, all in accordance with the prevailing legislation.
6. Supplier shall take good care of the Goods and the items provided by DC or its Client.
7. Supplier shall provide DC access at all reasonable times to Supplier's information related to the performance of the Work.
8. Supplier shall afford such access and assistance as required by any public authority or any other authority to carry out inspections or surveys in connection with the Work.
9. Supplier shall provide DC and its Client at all reasonable times with access to its Site during the performance of the Work.
10. During the performance of the Work on Site at all times the instructions of DC or its Client must be adhered to at all times within the terms of the Purchase Order.

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**21. Information**

Each Party shall provide the Purchase Order documents (including technical information) to the other Party at the times and places as specified in the Purchase Order. All information other than technical information is given to the other Party for guidance only. The providing Party is not responsible for its accuracy. The receiving Party has the right to verify this information at its costs. DC's liability with respect to the correctness of the supplied technical information shall be limited to the re-supply or correction of incorrect information and DC shall not be liable for any further loss or damage of any nature whatsoever.

Supplier shall be deemed to be fully informed about the Purchase Order documents, sufficiency, quality and quantity of the information provided by DC, including technical information, and all matters which could affect progress or performance of the Work. Failure to take account of matters, which could affect the Work, shall not relieve Supplier from its obligations under the Purchase Order.

Parties shall promptly, but in any event before the use of it, review and check the technical information. Parties shall promptly notify each other in writing as soon as possible upon discovery of any conflicts, errors or omissions, which they discover therein. In such event Parties shall consult and agree as to how to proceed with the affected Work.

All changes in technical information provided by Supplier shall be for Supplier's account, unless such changes are required by DC, in which event such changes shall be reimbursed by DC.

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Changes in DC provided technical information shall result in a reasonable change of the Purchase Order, provided that such changes affect the time schedule and/or the Purchase Order price. One copy of all information, including technical information shall be retained by Supplier at the Site and the same shall at all reasonable times be available for consultation between Parties.

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**22. Reports and records**

Supplier shall maintain and provide DC with reports and records as agreed upon under the Purchase Order to enable DC to judge the performance of the Work in relation to the time schedule.

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**23. Time schedule**

The time schedule shall specify the starting date and the completion date of the Works. Within an agreed period after the effective date of the Purchase Order and if so requested by DC, Supplier shall further detail this time schedule. This detailed time schedule shall become effective upon DC's approval which shall not be withheld unreasonably, provided such detailed time schedule shall be within the original time schedule as approved by DC. This detailed and approved time schedule and any revised and approved time schedule thereafter shall supersede and take precedence over the previous time schedule.

Supplier shall commence, continue and complete the Work in an efficient and expeditious manner, and in accordance with the current time schedule. Supplier shall use the time schedule as the basis for progress, reporting, scheduling, invoicing and forecasting. DC shall use the time schedule to determine Supplier's progress in the performance of the Work.

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**24. Completion of the Work**

1. Supplier shall request DC in writing to issue a completion certificate when, with the exception of the contractual guarantees, it considers the Work completed, or expects the Work to be completed within ten (10) days, in accordance with the Purchase Order.
2. DC shall upon receipt of the written request from Supplier inspect the Work without undue delay and within twenty (20) working days after such a request either (i) issue the completion certificate, or (ii) notify Supplier in writing of the circumstances, which prevent the issue of the completion certificate. Upon receipt of the written notification from DC, Supplier shall forthwith proceed performing and completing the Work, necessary to obtain the completion certificate.
3. If one or more condition(s) set for the completion of the Work has/have not been met by Supplier, DC may, at its sole discretion, still issue a completion certificate and such certificate shall be conditional upon the performance and completion of any outstanding work as specified in the completion certificate.
4. In the event the scheduled completion date is not or shall not be met, DC may, at its discretion and notwithstanding DC's other rights and remedies, still issue a completion certificate stating a reasonable additional period of time for performing and completing the outstanding part(s) of the Work.
5. Failure by Supplier to complete this outstanding Work within the relevant period, as mentioned in clause 3. or clause 4. above, shall make the completion certificate null and void.
6. Under a Purchase Order completion may be divided into a number of partial completions.
7. In the event DC and/or its Client wants to take the Work, or part(s) thereof, into operation after the scheduled completion date and this has not been achieved yet for reasons attributable to the Supplier, such taking into operation shall not be considered as completion and shall not relieve the Supplier from its obligations under the Purchase Order including the completion of the Work. The Supplier shall cooperate to the fullest extent with DC and the Client to accommodate and resolve the remaining Work with the other activities at Site.

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**25. Final completion**

Upon the expiration of the warranty period DC shall issue a final completion certificate provided that Supplier has performed and completed the Work in accordance with the Purchase Order. Upon issuing the final completion certificate, DC shall release any deposits made for the sake of security, bank guarantees and/or other securities. The issue of a final completion certificate by DC shall not relieve Supplier and DC from any relevant continuing obligations or liabilities under the provisions and requirements of the Purchase Order or at law.



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<b>Chapter 4. Services</b>	
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<b>26. Services</b>	
26.1 Requirements	The Services shall be performed by Supplier (i) in accordance with the requirements and specifications of the Purchase Order, (ii) observing the exercise of that degree of skill, workmanship, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced supplier, engaged in the same type of undertaking and under the same or similar circumstances, seeking to comply with its contractual obligations, and (iii), with regard to deliverables, these being unused, free from any and all defects, of good materials and workmanship and free of all liens and encumbrances. Supplier warrants that the Services shall be and remain suitable for the purpose for which DC wants to deploy them, as far as this purpose can be known to Supplier. Supplier further warrants and shall procure and produce evidence that the Services are supplied at the agreed time and place, in the agreed extent and in accordance with the Purchase Order.
26.2 Key personnel	To the extent the Purchase Order requires so, Supplier shall make available for the purposes of the Services any individuals named in the Purchase Order as key personnel. Supplier shall provide DC with a list of names of all others regarded by Supplier as key personnel and, if and when instructed by DC, all other persons who may be at any time connected with the Services or any part of it, specifying in each case the capacities in which they are connected and giving such other particulars and evidence of identity and other supporting evidence as DC may reasonably require. DC may at any time by notice to Supplier designate or reject any person involved in the Services or any part of it as a key person. Supplier shall not without prior written approval of DC make any changes in the key personnel referred to above.
26.3 Completeness	Items of Services not specified in the Purchase Order but necessary for the purpose of the Services and for the fulfillment of Supplier's warranties are deemed to be included in the Purchase Order and shall be supplied and/or executed by Supplier at no extra cost to DC unless otherwise specified in the Purchase Order.
26.4 Regulations	Supplier warrants that the Services are performed in compliance with all applicable laws, standards and regulations, including but not limited to safety, health and environmental regulations and industry and professional standards. Supplier shall timely obtain any and all licenses and permits, which are required to perform the Services stipulated in the Purchase Order.
26.5 Title	Supplier expressly warrants that it has good and marketable title to the Services provided under the Purchase Order. Supplier further warrants that providing the Services and the simple use (of these Services) or application thereof by DC or its Client will not result in or give rise to any infringement or misappropriation of any patent, copyright, trademark, design, trade secret, proprietary data or license.
26.6 Transfer of ownership and risk	The ownership of any of the Services supplied under the Purchase Order shall pass to DC at the earlier of complete payment or delivery either (i) at the point as stated in the Purchase Order or (ii) at the point indicated by DC in writing. The risk shall not pass to DC until the Services have been delivered in accordance with article 8 and are accepted by DC.
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<b>27. Access</b>	
	To the extent necessary for the performance of the Services, DC shall grant Supplier's personnel at all reasonable times and with prior agreement access to DC's premises. DC shall – at its own discretion - reserve the right to refuse admittance and/or order the removal from, its premises any person employed by or acting on behalf of Supplier, who in the reasonable opinion of DC is not a fit and proper person to be on DC's premises or who fails to fully comply with DC's regulations, access regulations included, or specific instructions.
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<b>28. Quality and warranty</b>	
28.1 Quality assurance	Supplier shall diligently and continuously control and test the quality of the performance of the Services. Supplier shall provide DC with such reports of the quality and the progress of the Services at such intervals and in such form as DC may from time to time require.
28.2 Inspection	Supplier shall ensure that DC or its nominee has the opportunity to inspect the Services at any time and at any place, where the Services or part thereof may be carried out. Performance or non-performance of any such inspection does not relieve Supplier of any obligation or liability under the Purchase Order.
28.3 Acceptance	If the Services are not in conformity with the specifications, DC may, at no cost to DC, choose between: <ul style="list-style-type: none"><li>- having the non-conformity corrected by the Supplier;</li><li>- re-supply of the Services by the Supplier;</li><li>- replacement of the Services by equivalent Services, in conformity with the Services specification;</li><li>- cancellation of the Purchase Order in whole or in part and return of the deliverables at matter to the Supplier,</li></ul>
	all of the above without prejudice to DC's rights to claim damages and other compensation. Final, provisional or partial acceptance of the Services shall only be granted following DC's explicit and written acknowledgment thereof.



28.4	Warranty	<p>Supplier warrants the correctness, quality and the performance of the Services in conformity with the Purchase Order and shall rectify or re-perform any non-conforming (part of the) Service, within a period of 36 months after the date of acceptance or later date of re-performance or rectification, unless article 29 is applicable to the Services.</p> <p>During the warranty period Supplier shall, upon notification by DC, rectify for its own account and risk all existing or subsequently occurring non-conformities in the Services, to DC's satisfaction immediately upon receipt of the notification or at a point in time mutually agreed by the Parties. In case a re-performance or rectification permits no delay and/or it is unreasonable or impractical to have the work executed by Supplier, DC is entitled to execute or have the work executed on behalf of Supplier and for Supplier's account, with no prior notification being required.</p>
28.5	Local instructions	<p>If applicable, Supplier and its Sub-supplier shall observe all site safety instructions and site access regulations of DC and/or its Client.</p>
<b>29.</b>	<b>Software</b>	
29.1	License rights	<p>If this Purchase Order includes delivery of cloud and/or on-premise Software by the Supplier, the following minimum license and support rights in favor of DC shall apply, but shall not limit any other rights conferred to licensees by Supplier's software terms:</p> <ol style="list-style-type: none"><li>1. Supplier grants to DC a non-exclusive, irrevocable, perpetual, enterprise-wide license (unless a different period and/or license is set forth in this Purchase Order) to use (including via remote access), to install and to copy (for all purposes of use, archiving, and disaster recovery backup) the Software ordered hereunder;</li><li>2. With each license of any Software ordered hereunder, Supplier shall provide to DC all documentation provided by Supplier to any of its other customers for that software, and, at a minimum, as is reasonably necessary to enable DC adequately to use such software. Documentation shall comply with commonly accepted industry standards with respect to content, size and legibility. DC shall have the right to reproduce all documentation including all machine-readable documentation for the software, provided that such reproduction is made solely for DC's use; and</li><li>3. At no additional charge (unless a separate maintenance charge is expressly indicated on the front of this Purchase Order), Supplier shall provide: (a) error corrections, upgrades and modifications to keep the Software in good working order, (b) all generally available maintenance releases for such Software, and (c) reasonable contact information for trained, knowledgeable, technically qualified Supplier representatives to provide support to DC for such Software.</li></ol>

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