

Nunhems General Purchase Conditions

Published on 7 October 2025

These Nunhems General Purchase Conditions replace all versions published previously

- **These Nunhems General Purchase Conditions (“Terms”) prepared by Nunhems Netherlands B.V., having its registered office at Nunhem, Napoleonsweg 152, 6083 AB, the Netherlands, the Netherlands, are effective from October 1st, 2025 (“Effective Date”) and replace all previously published versions by Nunhems Netherlands B.V.. These Terms are deposited at the Chamber of Commerce of Limburg, the Netherlands, under registration number 13014340.**
- **These Terms include important terms and conditions that apply to all purchase activities of Nunhems Netherlands B.V. Therefore, supplier should carefully read these provisions before accepting these Terms.**

1. Definitions

- 1.1. **Nunhems:** means Nunhems Netherlands B.V., which is the party that purchases goods or services from the supplier.
- 1.2. **Agreement:** an instruction, purchase order (“PO”), order confirmation or order placed by Nunhems, a purchase or services agreement between Nunhems and the supplier or an offer accepted in writing by Nunhems.
- 1.3. **Business Day:** means a day that is not a Saturday, Sunday or public holiday in the Netherlands or, for deliveries of the goods or services, at the place of delivery being made. If Business Day is not explicitly mentioned, it should be understood as a natural or calendar day.
- 1.4. **Supplier:** the party providing goods or services to Nunhems, among other things responsible for delivery and meeting the agreed-upon specifications.
- 1.5. **Terms:** means these Nunhems General Purchase Conditions, which may be updated periodically. Deviations from these Terms require explicit written approval from Nunhems. These Terms are filed with the Dutch Chamber of Commerce as of 7 October 2025 and may be amended as needed.
- 1.6. **VAT:** the sales tax levied by the Dutch government.
- 1.7. **Parties:** Nunhems and the Supplier together.

2. Objective

- 2.1. These Terms form an integral part of the Agreement. Conflicting or deviating conditions whether or not adopted by the Supplier or other reservations by the Supplier do not apply, unless Nunhems has accepted these expressly in writing.
- 2.2. Other agreements, proposed changes or additional agreements are not valid, unless they have been approved in writing by Nunhems.

3. Agreement

- 3.1. Changes to the Agreement must be agreed in writing between the Parties. Oral agreements and arrangements discussed over the telephone are only binding if these have been confirmed in writing.
- 3.2. In case a change to the Agreement results in additional work, the Supplier will not carry out this additional work until after it has been approved/confirmed in writing by Nunhems.
- 3.3. Unless otherwise agreed in writing, the Supplier will not have the right to make partial deliveries.
- 3.4. The Supplier may only transfer the obligation to delivery of goods or the performance of services to third parties if it has obtained Nunhems’ prior written approval. The Supplier remains responsible and liable for correct compliance with its obligations under the Agreement, also after Nunhems has approved the transfer.
- 3.5. Delivery of goods will take place in adequate packaging in accordance with the, in the industry common manner in which the relevant goods are transported, handled and stored. The costs of the required packaging are included in the price of the Agreement. In the event of special and/or

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- 3.6. The following details must be included in all correspondence: the PO number and the date of the Agreement.

4. Term of delivery

- 4.1. The delivery period begins on the date of the Agreement and ends on the deadline specified in the Agreement. If the Supplier believes it will fail to deliver on time or fully as agreed, it must immediately notify Nunhems in writing, specifying the reasons and expected duration of the delay. Failure to provide such notice will result in forfeiting any right to claim exemption from penalties or liability for damages. If the Supplier fails to deliver goods or services on time or fails to provide the notification as specified in this clause, or if the delivered goods/services are defective or non-compliant with the Agreement, the following applies:

- the Supplier will be liable for damages resulting from the delay or defect.
- penalties for the delay or non-compliance (as outlined below) will apply in addition to Nunhems' other remedies, including the right to terminate the Agreement and seek alternative suppliers.
- Nunhems may also, after notifying the Supplier in writing:
 - o terminate the Agreement immediately, without liability for compensation; and/or
 - o procure the undelivered goods/services elsewhere at the Supplier's expense.

- 4.2. Penalties for non-compliance and late delivery: if the delivered goods or services are found to be defective, non-compliant, or do not meet agreed specifications, Nunhems may:

- demand a penalty of 5% of the contract value per defective delivery; and/or
- reject the goods/services and demand immediate replacement at the Supplier's expense.

- 4.3. Repeated breaches: if the Supplier fails to meet delivery, quality, or compliance obligations on three or more occasions within a 12-month period, the Nunhems reserves the right to terminate the Agreement with immediate effect and claim full damages.

5. Guarantee, liability and notification of defects

- 5.1. The Supplier guarantees that the goods and/or services:

- are free from third-party rights or defects that could limit the value or impair the usefulness;
- meet all agreed specifications, quality standards, and performance guarantees;
- are suitable for the intended purposes as specified in the Agreement;
- comply with the industry standards, technical regulations, and best practices;
- are properly labelled (when applicable) with the manufacturer or the party that markets them;
- are provided with all necessary documentation requested by Nunhems, irrespective of when Nunhems requested that documentation; and
- comply with all applicable, most recent regulations in accordance with the governing law of this Agreement as well as all applicable specifications and regulations, such as but not limited to those in the area of safety, the environment, working conditions and the protection of employees and accident prevention.

- 5.2. The Supplier furthermore guarantees that:

- none of the goods delivered or the services performed, including all parts, components and raw materials, were produced, delivered or performed in whole or in part contrary to any applicable trade or economic sanction, export control, embargo or any similar statutory order or ban, regulation, rule, measure, restriction, licence, including and without limitation those of the European Union, Switzerland, the United States of America and the United Nations (hereinafter the "**Sanction Rules**"); and
- none of the Supplier's subcontractors, suppliers, or third parties involved in the supply chain are subject to any sanctions or restrictions under applicable regulations.

- 5.3. The Supplier shall maintain and obtain all licences and permits that are required in the country of origin and country of delivery for the execution of the Agreement. A timely availability of the required licences and permits is a condition for existence of the Agreement.

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- 5.4. If the goods delivered or the services provided do not comply with the agreed specifications, the Supplier will be liable in respect thereof and Nunhems will be free to:
- demand remedy of the defect or the delivery of goods without defects;
 - terminate the Agreement with immediate effect;
 - reduce the purchase price of the goods or services in accordance with the existing statutory conditions; or
 - claim damages or reimbursement of costs.
- 5.5. The guarantee by the Supplier extends to all goods and services that were created or delivered by subcontractors.
- 5.6. If the Supplier is notified of a defect related to this clause 5, the term of the guarantee is extended by the time that passes between that notification and the full remedy of the defect. If the goods or services delivered by the Supplier are replaced in its entirety, the guarantee period starts again; if part of the goods or services is replaced, the guarantee period starts again for the new parts.
- 5.7. In urgent cases, or if the Supplier fails to remedy a defect within a reasonable time, Nunhems may
- fix the defect itself or engage a third party to do so, at the Supplier's expense, after prior notice; and/or
 - exercise any of the remedies outlined in clause 5.4.

Nunhems' acceptance of the delivery of goods or services by the Supplier does not waive the latter from its obligations arising from the guarantee.

- 5.8. The Supplier shall fully indemnify Nunhems against:
- any third-party claims related to defects, safety issues, or non-compliance with the Agreement; and
 - all claims in connection with (product) liability as well as all claims that arise from legislation relating to product liability if the defect that gives reason for the claim was caused by the good or service delivered, either by the Supplier or by any supplier of the Supplier.
- 5.9. Notwithstanding these Terms, the Supplier is and remains responsible for the goods and services delivered pursuant to other, existing statutory provisions.

6. Tests

- 6.1. If tests have been prescribed for the goods or services to be delivered, Supplier is obliged to pay for the costs of these tests, with the exception of Nunhems' personnel expenses.
- 6.2. The Supplier is obliged to notify Nunhems at least twenty (20) Business Days in advance of the date on which the goods or services are ready for testing after which the Supplier and Nunhems agree a date for the tests. The Supplier will be obliged to pay Nunhems' personnel expenses if the goods or services are not presented for testing on this date.
- 6.3. If defects are discovered in the goods or services during the performance of the tests, which defects make it necessary to repeat the tests or perform further tests, the Supplier is obliged to pay for the total costs of these further tests.

7. Insurance

- 7.1. The availability and application of an adequate insurance for goods in transit is always the responsibility of the Supplier and the insurance fees are always for Supplier's own risk and account.
- 7.2. The Supplier is required to take out adequate third-party liability insurance for its own risk and account, that covers damages caused by or related to the goods or services provided by the Supplier or damages caused by property belonging to it, its employees or by third parties engaged by it.
- 7.3. The Supplier will be obliged, at request, to submit evidence of the insurance to Nunhems in which the sums insured per event are stated.

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- 7.4. The availability and application of a special insurance for assembly/construction activities in addition to third-party liability insurance referred to in clause 7.2 is always subject to a written agreement between Nunhems and the Supplier.
- 7.5. Any machines, equipment etc. provided to Nunhems on loan will be insured by Nunhems against the customary risks. Any further liability on the part of Nunhems for damage caused to such machines, equipment etc. is excluded, unless it is caused intentionally or as a result of gross negligence on the part of Nunhems.

8. Transport requirements and acceptance of goods

- 8.1. The Supplier sends Nunhems, separately from the goods and the invoice, a detailed notice of shipment for each shipment on the day on which the goods are shipped. The shipped goods are accompanied by a delivery note and a packing slip. Nunhems' PO number and item line number is stated in all delivery documents. If the goods are sent by ship, the shipping documents and the invoice state the name of the transport company and the ship.
- 8.2. The Supplier selects the mode of transportation that is most favourable and suitable for Nunhems. The delivery documents are enclosed with the transport documents separately and in three copies.
- 8.3. The Supplier states the PO number and delivery address, as stated by Nunhems, in full on all dispatch notes, delivery notes, packing slips, waybills and invoices, as well as on the outside of the packaging of the goods and in other places if necessary, based on relevant legislation.
- 8.4. The Supplier is required to package, mark and transport dangerous goods in accordance with the applicable national and international regulations. The accompanying documents state not only the risk category but also any other particulars that are required by the applicable transport regulations.
- 8.5. The Supplier is liable for any losses that result from a failure to comply with the conditions mentioned in this clause 8 and pays any costs and/or fees that are caused as a result. The Supplier is responsible for ensuring that its subcontractors comply with the conditions referred to in this clause 8.
- 8.6. Any shipments that cannot be accepted by Nunhems because the applicable regulations were not complied with, will be stored for the account and risk of the Supplier. Nunhems has the right to inspect the content and condition of those shipments. Tools and equipment for assembly/construction are not sent together with the goods.
- 8.7. The goods are delivered in the place indicated by Nunhems DAP (ICC Incoterms 2020) unless otherwise agreed. The risk and ownership of the goods passes from the Supplier to Nunhems upon Nunhems' receipt of the goods at its branch (which means at the moment when Nunhems signs the delivery documents that accompany the transport of the goods). In principle, deliveries are made on any working day from Monday to Friday between 08:00 hours and 16:00 hours, unless otherwise agreed in writing.
- 8.8. The goods delivered must comply with the conditions regarding their origin as specified in the relevant EU regulations, unless expressly otherwise provided for in the Agreement.

9. Occasional items

- 9.1. Templates, models, software, tools, films etc. that were created by the Supplier to perform the Agreement will become Nunhems' property if Nunhems has paid for them, even if they remain in the Supplier's possession. The Supplier is obliged to hand them over at Nunhems' request.

10. Assembly, construction work, maintenance, inspection, repairs, conformity

- 10.1. In the event assembly, construction work, maintenance, inspection, repairs etc. are carried out at any of Nunhems' sites, such activities will be subject to the rules pertaining to safety, security and conduct for contractors and their employees of the relevant site. These rules are provided by Nunhems to the Supplier when the assembly or construction activities commence.

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- 10.2. All suppliers of goods and providers of services who are involved in assignments relating to property must be registered in accordance with Dutch legislation before they carry out their assignment.
- 10.3. Nunhems is not liable for damages/losses of any property of the Supplier or its employees.
- 10.4. The Supplier guarantees that it, its employees, its subcontractors and their employees comply at all times with all binding statutory provisions concerning the delivery of goods and/or services in the Netherlands, such as - but not limited to - mandatory provisions of labour legislation, tax legislation and social security legislation (e.g. valid work permits, visas, A1 forms, certificates, declarations etc.). The Supplier indemnifies Nunhems, its representatives and any other party in whose name and for whose account Nunhems acts, against all claims in this connection (including of third parties). Also, the Supplier holds Nunhems, its representatives and any Supplier in whose name and for whose account Nunhems acts, harmless against all costs and expenses they are required to incur in this connection.

11. Guidelines and Certification

- 11.1. Nunhems is part of the Known Consignor programs and is AEO (Authorized Economic Operator) and as a result additional supply chain safety rules apply.

12. Provision of services

- 12.1. These Terms also apply to the provision of services.
- 12.2. The Supplier complies with any delivery dates/deadlines regarding the services that are specified in the Agreement or that were communicated by Nunhems to the Supplier.
- 12.3. When providing the services, the Supplier must:
- cooperate with Nunhems and comply with all of Nunhems' instructions;
 - provide the services with the best possible care, skill and dedication in accordance with the best practices in the Supplier's industry, occupational group or trade sector;
 - deploy employees that are sufficiently trained and experienced for the performance of the tasks they have been charged with;
 - deploy a sufficient number of employees so that the obligations of the Supplier are complied with;
 - provide all tools, equipment and vehicles and other items that are required for the provision of the services;
 - use goods, materials, standards and techniques of the highest quality and ensure that all goods and materials that are provided or used in connection with the services or that are transferred to Nunhems are free from defects as regards workmanship, installation and design;
 - obtain and maintain at all times all necessary permits and approvals;
 - comply with all applicable legislation and regulations;
 - comply with all health and safety rules and any other safety requirements that apply at any of Nunhems' branches.
- 12.4. In the event of delivery of services, the Supplier is liable for the damages/losses suffered by Nunhems in relation to these services up to a maximum equal to three times the amount that Nunhems owes to the Supplier, during the 12 months period prior to the month when the damage occurs, unless the damage is attributable to negligence or willful misconduct of the Supplier.

13. Place of performance

- 13.1. Unless otherwise laid down in the Agreement, the place of performance is the place of delivery specified by Nunhems.

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14. Invoice and payment

- 14.1. The agreed compensations are exclusive of Value Added Tax (“**VAT**”). VAT is charged additionally if legally payable by the Supplier and must be paid additionally by Nunhems following receipt of an invoice that complies with the statutory requirements as prescribed in the applicable VAT legislation.
- 14.2. The Supplier submits a digital invoice, which will be sent to Nunhems digitally, as a PDF file, to the following e-mail address: invoices.nunhems.nl@basf.com.
- 14.3. The Supplier’s invoices must be sent to the invoice address stated in the Agreement separately from the goods. Nunhems’ PO number must be stated in all correspondence. Any additional or cancelled services and goods must be stated separately on the invoice.
- 14.4. The payment term depends on the type of company the Supplier qualifies as based on the corporate governance legislation (Book 2 Civil Code) and is agreed as follows:
 - if the Supplier qualifies as a small or medium-sized company, payment must be made within thirty (30) days after receipt of the relevant invoice.
 - if the Supplier qualifies as a large company, payment must be made within sixty (60) days after receipt of the relevant invoice.
- 14.5. The Supplier is responsible for a timely and correct provision of the qualification of the company. The Supplier is also responsible to inform Nunhems about a change in such qualification. In the event the Supplier does not provide the requested information timely, Nunhems shall apply a payment term of sixty (60) days after receipt of the invoice. Nunhems bears no responsibility to investigate the correctness of the information based on this article.
- 14.6. Nunhems has the right to set off its payable claims against the payable debts to the Supplier.
- 14.7. Payment does not alter the Supplier’s guarantee obligations or Nunhems’ right to submit a complaint.
- 14.8. Each party has the right to withhold withholding tax if this is based on a legal obligation. It must be possible to submit substantiating documentation and(/or) certificates to the Supplier on time in the event withholding tax was withheld. Both parties will adopt a cooperative attitude in order to be able to apply the lowest possible withholding tax rate, e.g. under a convention for preventing double taxation.

15. Documents and confidentiality

- 15.1. All equipment and tools, drawings, standards, guidelines, methods of analysis, recipes and other documents that are provided by Nunhems to the Supplier for the purpose of the creation of the goods to be delivered or the services to be provided, as well as such documents that were created by the Supplier in accordance with Nunhems’ special instructions, remain the property of Nunhems and are not used for any other purpose, reproduced or made available to third parties by the Supplier. The Supplier transfers all of the above as well as copies and duplicates thereof to Nunhems immediately if it is requested to do so or destroy them at Nunhems’ request. Nunhems reserves the intellectual property rights concerning all documents it provides to the Supplier.
- 15.2. The Supplier considers the request for an offer and the Agreement as well as all activities related thereto as a trade secret and treats these in confidence accordingly. The Supplier is liable for any damages and/or losses on the part of Nunhems attributable to the Supplier’s failure to comply with any or all of these obligations.
- 15.3. The Supplier is obliged to impose similar obligations on its employees and/or third parties engaged in the performance of the Agreement.
- 15.4. The Supplier provides Nunhems with all documents that are necessary for or related to the goods and services to be delivered without such having an impact on any guarantee or other obligation on the part of the Supplier.
- 15.5. The Supplier provides Nunhems on time, free of charge and without a prior request, with all documents Nunhems requires for using, constructing, installing, processing, storing, operating,

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- 15.6. Each time Nunhems specifies standards and regulations, the most recent version of these standards and regulations apply.

16. Intellectual property rights

- 16.1. To the extent Supplier, in performing this Agreement, produces new work product, including without limitation, new plant varieties, mutants, germplasm, derivatives, documentation, software, customer lists, inventions, creations, devices, masks, models, work-in-process, and / or other deliverables ("Work Product"), all such Work Product will be the property of Nunhems. Supplier agrees to assign and hereby expressly assigns to Nunhems all rights, title, and interest in and to the Work Product and related intellectual property rights, including but not limited to any and all moral rights Supplier may have in any Work Product. Supplier also hereby forever waives and agrees never to assert any and all moral rights Supplier may have in any Work Product, even after termination of Supplier's work for Nunhems. During and after this Agreement, Supplier will assist Nunhems in every way, at Nunhems' expense, to secure, maintain and defend for Nunhems' benefit all intellectual property rights in and to the Work Product.
- 16.2. Supplier may have pre-existing intellectual property rights which Supplier wishes to incorporate into the Work Product under this Agreement, or which may be necessary for the utilization of such Work Product ("Supplier's Related Rights"). Supplier hereby grants Nunhems, and its Affiliates, a perpetual, royalty free, irrevocable, worldwide, non-exclusive, transferrable license under Supplier's Related Rights to use, make, have made, sell, offer to sell, import, disclose, reproduce, modify, display, perform, license and distribute a Work Product and Nunhems' products that include Work Product.
- 16.3. Supplier represents and warrants that the goods and/or services, the purchase of the goods and/or services, and the typical uses of the goods (and, if different and known to Supplier, Nunhems' specific use of the Goods), either alone or in combination with other materials, does not and will not infringe or contribute to the infringement of any patent, trademark, copyright or other intellectual property right. Supplier will defend, indemnify and hold harmless Nunhems, its affiliates, and their respective officers, directors, agents, representatives, employees, and customers against any and all claims, lawsuits, liabilities, judgments, damages, and expenses (including attorneys' fees) related to infringement of third-party patents, copyrights, trade secrets, trade names, trademarks, service marks, or other proprietary rights in connection with goods or services supplied, including but not limited to Supplier's Related Rights and Supplier's Work Product.

17. Advertising materials

- 17.1. The Supplier will not include any reference in its information or advertising material or its websites to its commercial relationship with Nunhems unless it has obtained Nunhems' prior written approval.

18. Supplier Code of Conduct

- 18.1. By way of signing these Terms, the Supplier agrees and also adhere to the principles of sustainability set forth in the BASF Code of Conduct for Suppliers. Link [Code of Conduct](#)

19. Statutory requirements according to the German Supply Chain Due Diligence Act

- 19.1. Nunhems is obligated to comply with certain human rights-related and environment-related due diligence obligations in its supply chains in order to prevent or minimize any risks to human rights or environment-related risks or to end the violation of human rights-related or environment-related obligations. The terms "**Risks To Human Rights**", "**Environment-Related Risks**" (together "**Risks**"), "**Violation of Human Rights-Related Obligations**" and "**Violation of Environment-Related Obligations**" (together "**Obligations**") have the meaning as defined in the German Supply Chain Due Diligence Act (the "**Act**") (*Lieferkettensorgfaltspflichtengesetz*) as amended

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- 19.2. The Supplier shall comply with the Obligations as described in the Act and shall appropriately address this expectation vis-à-vis its own suppliers along its supply chain (the “**Expectations**”). In particular, the Supplier agrees to prevent or minimize any such Risks and to end any violation of the Obligations. Furthermore, the Supplier agrees to instruct its officers and employees to comply with the Expectations and to provide trainings to its officers and employees regarding the compliance with the Expectations. Upon request of Nunhems, the Supplier shall attend corresponding trainings organized by Nunhems.
- 19.3. Nunhems shall have the right to conduct audits with prior written notice to ensure Supplier’s compliance with its obligations under this clause (the “**Audit**”) either itself and/or through commissioned third parties (the “**Auditor**”). The Supplier shall provide Nunhems and/or the Auditor with all data, documents and other information, whether in written, verbal and/or electronic form as reasonably requested by Nunhems and/or the Auditor for the Audit.
- 19.4. In case Nunhems finds suspicion or evidence of a violation of the Obligations by the Supplier or any of Supplier’s contractors or suppliers of any tier, Supplier shall be obliged to implement and execute or cause the respective contractors or suppliers to implement and execute appropriate corrective measures as reasonably requested by Nunhems in writing.
- 19.5. Upon Nunhems’ request and without undue delay, Supplier shall (i) draw up together with Nunhems a corrective action plan to end any violation of the Obligations (the “**Remedial Concept**”) including a concrete timetable for such plan, and (ii) implement measures requested by Nunhems at its reasonable sole discretion to carry out such Remedial Concept.
- 19.6. Nunhems shall have the right to terminate the Agreement hereunder with immediate effect if (i) the Supplier does not comply with the obligations under this clause, (ii) the Expectations are substantially violated, or (iii) the implementation of the Remedial Concept did not remedy the violation of the Obligations within a timetable set in the Remedial Concept.

20. Termination

- 20.1. Without prejudice to Nunhems’ other rights, Nunhems has the right to terminate all or part of the Agreement without further notice of default and without being obliged to compensate any loss if:
- the Supplier fails to comply with an obligation arising from the Agreement;
 - a bankruptcy petition has been filed against the Supplier or the Supplier has been declared bankrupt or has applied for a suspension of payments;
 - the business of the Supplier has been/is suspended, liquidated or transferred;
 - the Supplier’s permits required for the performance of the Agreement have been withdrawn;
 - an attachment is levied against an important part of the Supplier’s operating assets; or
 - an attachment by garnishment is levied against Nunhems for the Supplier’s expense.
- 20.2. All claims Nunhems may have or acquire in the abovementioned cases will be immediately due and payable in full.

21. Data privacy

- 21.1. The Supplier shall ensure that
- he complies with the GDPR and all applicable data protection laws;
 - he processes personal information of employees of Nunhems only as instructed by Nunhems;
 - personal information of employees of Nunhems is not transferred outside the EEA unless legally permitted and subject to appropriate safeguards (e.g., Standard Contractual Clauses);
 - in case of any data breach, he notifies Nunhems within 24 hours, providing full details and taking immediate corrective action;
 - personal data is deleted or returned upon completion of the service, contract termination, or expiration of the retention period, unless legally required otherwise;
 - he does not engage sub-processors or disclose personal information of employees of Nunhems to third parties without prior written approval from Nunhems.

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22. Transfer

22.1. Nunhems has the right to transfer its rights or obligations arising from the Agreement to a third party. The Supplier can only transfer its rights or obligations arising from the Agreement to a third party after Nunhems' prior written approval.

23. Applicable legislation and jurisdiction

23.1. These Terms and the Agreement are governed by Dutch law.

23.2. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980, which became effective on 1 January 1991, is expressly excluded.

23.3. Any disputes that may arise will be subjected to the exclusive jurisdiction of a competent court in Limburg, the Netherlands.

Approved by the Supplier

Name company:

.....

Name:

Function:

Date: