



Nederlandse Voedsel- en
Warenautoriteit
*Ministerie van Landbouw,
Natuur en Voedselkwaliteit*

General terms and conditions for the sale and supply of goods and services by the NVWA

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Article 1 Definitions

1. The following terms in these General Terms and Conditions are defined as follows, unless explicitly stated otherwise.

- NVWA: The Netherlands Food and Consumer Product Safety Authority (State of the Netherlands, Ministry of Economic Affairs), with registered office at Catharijnesingel 59, P.O. Box 43006, 3540 AA in Utrecht.
- Client: the NVWA's counterparty to the conclusion and performance of a contract.
- Contract: a contract between the NVWA and the Client for the supply of one or more services and/or movable goods by the NVWA.
- Quotation: a detailed, written [offer](#) to supply one or more services and/or movable goods.
- Course: a training or retraining course, a study or theme day, a workshop or any other form of training provided by the NVWA.
- Participant(s): the person or persons enrolled by the Client to participate in a Course.

Article 2 Applicability

1. These General Terms and Conditions are applicable to every offer, Quotation and Contract between the NVWA and a Client for the supply of one or more services and/or movable goods, in so far as the parties have not explicitly departed from them in writing.

2. These General Terms and Conditions do not apply to the purchase of movable goods by the NVWA or to the placement of orders by the NVWA for the provision of services by the NVWA.

3. The NVWA as contractor explicitly excludes the applicability of any general terms and conditions of the Client, unless explicitly provided otherwise in the Contract.

4. The NVWA is entitled to amend these General Terms and Conditions. Amendments shall also be applicable to previously concluded agreements. Amendments will be notified to the Client in writing or by e-mail and shall enter into force ten days after the notification or at such later date as is specified in the notification. A Client who does not wish to accept the amendments to the General Terms and Conditions is entitled to terminate the Contract in writing, subject to a notice period of one month.

Article 3 Offers, Quotations and enrolments

1. All offers are made without engagement, unless explicitly provided otherwise.

2. Quotations made by the NVWA are not without engagement. Unless otherwise provided, a Quotation is valid for 30 days from the date of signature and the NVWA shall only be bound by a Quotation if the counterparty has confirmed its acceptance of it in writing within 30 days.

3. The enrolment of a Participant for a Course shall only be binding on the NVWA when the NVWA has confirmed the registration in writing, by e-mail or by telephone.

4. The prices quoted in offers and Quotations are exclusive of VAT and other government levies, unless explicitly provided otherwise.

5. The NVWA shall not be bound by an acceptance that differs (on minor points) from the offer specified in the Quotation. Accordingly, the Contract shall not include the divergent terms in the acceptance, unless the NVWA states otherwise.

6. Offers or Quotations shall not apply for future orders.

Article 4 Performance of the Contract

1. The NVWA will perform the Contract to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. If and in so far as it is not incompatible with the proper performance of the Contract, the NVWA is entitled to have specific activities performed by third parties.
3. The Client will ensure that the NVWA is provided in time with any information that the NVWA indicates is necessary, or which the Client reasonably ought to have understood to be necessary, for the performance of the Contract. If the information required for the performance of the Contract is not provided in time to the NVWA, the NVWA is entitled to suspend performance of the Contract and/or to charge the Client for any additional costs arising from the delay at the usual rates.
4. The NVWA accepts no liability for damage, of any nature whatsoever, caused by the NVWA's reliance on information provided by the Client that is incorrect and/or incomplete, unless the NVWA ought to have known that the information was inaccurate or incomplete.
5. If it is agreed that the Contract will be performed in phases, the NVWA shall be entitled to suspend performance of those parts of the Contract falling into a particular phase until such time as the Client has approved the results of the preceding phase in writing. The NVWA shall notify the Client of the request for approval in writing no later than 14 days before completion of the relevant phase.
6. If the NVWA or third parties hired by the NVWA perform work for the purposes of the assignment at the Client's location or another location designated by the Client, the Client shall arrange for the facilities that the employees concerned could reasonably require to be available at no additional cost.
7. The parties guarantee that any information carriers, electronic files, software, etc. that they may provide to each other will be free of viruses and defects. Should any information carriers, electronic files or software, etc. be defective, a replacement shall be made available to the counterparty as soon as possible.

Article 5 Retention of title

1. All items supplied by the NVWA, including any designs, sketches, drawings, films, software, (electronic) files, etc., shall remain the property of NVWA until the Client has complied with all of the obligations arising from every agreement concluded with the NVWA in relation to those items.
2. The Client is not permitted to pledge or otherwise encumber items falling under the retention of title.
3. The Client is obliged to inform the NVWA as soon as can reasonably be expected if third parties seize or wish to establish or assert rights to items supplied subject to the retention of title.
4. The Client shall provide the necessary cooperation in the event that the NVWA transfers its ownership rights as referred to in this article to a third party.

Article 6 Payment

All payments must be made in the following manner and subject to the following conditions.

1. Payment must be received by the NVWA within 30 days of the date of the invoice requesting payment by the debtor, unless a different payment deadline is specified in the Contract, in which case the latter payment deadline shall apply.

2. If payment has not been made within 30 days of the payment deadline referred to in the first paragraph, payment of the statutory interest will be claimed without a warning or notice of default being required.
3. If all or part of the amount due has to be collected by third parties, the debtor will be liable for the collection costs, both judicial and extra-judicial, whereby the extra-judicial collection costs shall be fixed at 15% of the principal, with a minimum of 50 euro, plus the VAT over that amount.
4. In the event of bankruptcy, suspension of payment, relocation, seizure of goods and similar events, all existing payment agreements shall lapse and the remaining amount due shall become payable immediately, without any notice of default being required.
5. In the event of judicial collection of debts, the civil court in Utrecht shall have jurisdiction.
6. The NVWA shall, without further notice to the debtor, set off credit invoices with the oldest open debit invoices. The amount to be set off will be applied first to reducing the costs of reminders and collection, then to reducing the interest due and finally to reducing the principal and current interest.

Article 7 Research, advertising

1. Complaints about the work performed must be notified to NVWA in writing as soon as possible after they are discovered. The complaint must describe the defect in as much detail as possible in order to allow the NVWA to respond adequately. The complaints procedure (<http://www.vwa.nl/organisatie/contact/klacht-over-the-nvwa-indienen>) of the NVWA is applicable.
2. If a complaint is well-founded, the NVWA shall proceed to perform the work as agreed, unless doing so is no longer possible or the Client has given notice in writing that performing the work has become demonstrably futile.
3. The submission of a complaint will not suspend the payment obligations.

Article 8 Amendment of the Contract

1. If it becomes clear during the performance of the Contract that changes or additions to the work to be performed are required for its proper performance, the parties shall amend the Contract accordingly in good time and by agreement. The amended Contract will regulate all the consequences of the changes, including the financial consequences and any changes in the schedule.
2. Any changes relating to the contact persons referred to in the Contract shall be notified in writing to the counterparty as soon as possible.
3. The NVWA may periodically revise the agreed prices in connection with increases in the cost of labour, capital or goods. Price increases will be published on the website of the NVWA (www.nvwa.nl).

Article 9 Cancellation of participation in a Course by the Client

1. If too few participants have enrolled, the NVWA shall be entitled to cancel a Course and refuse to accept an enrolment at any time, without being required to pay compensation for damage or costs.
2. The Client may cancel the enrolment of one or more participants up to the planned starting date of the Course. Written confirmation from the NVWA shall constitute proof of cancellation. Cancellations shall be dealt with on the basis of the planned starting date of the Course.

3. If the cancellation occurs within 30 days of the starting date, the full fee for the Course will be charged. No costs will be charged for cancellations made more than 30 days before the starting date of the Course.

Article 10 Cancellation of Course by the NVWA

1. The NVWA is entitled to cancel or postpone a training activity up to five working days before the first day of the Course if it considers that there are sufficient reasons to do so.

2. The NVWA may, if it considers there are sufficient reasons to do so, decide to hold a Course or part of a Course at a location other than the location that was originally announced.

3. The NVWA is also entitled to refuse to accept a participant for its own reasons.

4. In the event of a situation as provided for in the first and third paragraphs of this article, the Client is entitled to reimbursement of the full amount paid for each Participant.

5. If the date of a training activity is changed by the NVWA, the Client will not be charged if the revised date is unsuitable.

Article 11 Suspension and dissolution

1. Both parties are entitled to suspend compliance with the obligations under the Contract if:

- After the conclusion of the Contract circumstances emerge which provide valid grounds for fearing that the counterparty will not comply with its obligations. If there are valid grounds for fearing that the counterparty will not comply fully or properly with its obligations, suspension will only be permitted in so far as it is justified by the shortcoming.

- The counterparty was requested to provide security for compliance with its obligations under the Contract at the time of the conclusion of the Contract and that security has not been provided or is inadequate.

The counterparty shall be notified in writing if the obligations under the Contract are dissolved,.

2. Both parties may dissolve the Contract in writing at any time if the other party is permanently in default of compliance with one or more of its obligations under the Contract. The Contract shall not be dissolved until the counterparty has been given a reasonable period within which to remedy the default.

3. The NVWA is authorised to wholly or partially dissolve the Contract in writing if performance of the Contract is contrary to current national or international legislation and ensuing obligations.

4. Both parties are further authorised to dissolve the Contract in writing if circumstances arise of such a nature that performance of the Contract is impossible or can no longer be demanded according to standards of reasonableness and fairness, or if other circumstances arise of such a nature that preservation of the Contract in unaltered form cannot reasonably be expected.

Article 12 Consequences of dissolution

1. If the Contract is dissolved prematurely by the Client, the NVWA is entitled to compensation for the ensuing actual and demonstrated loss due to idle capacity.

2. If the Contract is dissolved prematurely by the NVWA, the NVWA shall, in consultation with the Client, arrange for the assignment of the work that has still to be performed to third parties (in so far as is possible), unless the Contract was dissolved on the basis of facts and circumstances for

which the Client is accountable. The NVWA shall also compensate the Client for any damage (for which NVWA is accountable) sustained by it due to the dissolution of the Contract.

3. The mutual claims of the parties shall fall due immediately on dissolution of the Contract.

4. The parties shall always retain the right to claim damages.

Article 13 Return of items

1. The Client is obliged to return any items that the NVWA has provided to it during the performance of the Contract within 14 days of dissolution of the Contract, complete, in their original state and free of defects. In the event of its failure to comply with this obligation, the Client shall bear all the ensuing costs.

Article 14 Liability

The NVWA's liability, of whatever nature, is limited to compensation for direct loss up to a maximum of the net invoiced amount for the performance that gave rise to the liability. Direct loss is defined as any costs incurred to bring the NVWA's performance into conformity with the Contract, as well as the reasonable costs referred to in Article 6:96 (2) of the Netherlands Civil Code, under a to c inclusive.

The NVWA excludes liability for indirect loss, which is defined as lost profits, lost savings, impairment of goodwill or damage to reputation, losses due to business interruption or losses as a result of claims from customers.

The limitation and exclusion of liability described in this article shall not apply in the case of intent or conscious recklessness on the part of the management of the NVWA.

Article 15 Indemnities

1. The Client shall indemnify the NVWA against any claims by third parties, including the reasonable costs of legal assistance, which are in any way related to or arise from the work provided for the Client, except in cases of intent or conscious recklessness on the part of the management of the NVWA.

2. The Client shall indemnify NVWA against any claims by third parties with respect to intellectual property rights to materials or information provided by the Client to the NVWA that are used in the performance of the Contract. NVWA shall indemnify the Client with respect to intellectual property rights to materials or information provided by the NVWA to the Client and/or one or more Participants that are used in the performance of the Contract.

Article 16 Transfer of risk

The risk of loss of or damage to items that are the object of the Contract shall pass to the Client at such time as they are legally and/or actually delivered to the Client and are therefore subject to the control of the Client or of third parties designated by the Client.

Article 17 Force majeure

1. The parties are not obliged to comply with any obligation if they are prevented from doing so by force majeure.

2. In addition to the definitions of the term in statute and case law, in these General Terms and Conditions force majeure is defined as including, in any case, all external causes, foreseen or unforeseen, over which the parties cannot exercise any influence, but which make it impossible for the parties to comply with their obligations.

3. The parties are entitled to invoke force majeure even if the circumstances that prevent (further) performance arise after the parties should have complied with their obligations.

4. The parties may suspend the obligations arising from the Contract for the period that the force majeure continues. Each of the parties is entitled to dissolve the Contract if that period endures for longer than two months, without being obliged to pay compensation to the counterparty.

5. If at the time the force majeure occurs the NVWA has already complied or will be able to comply with some of its obligations under the Contract and that part of the Contract that has been or will be complied with has a value in its own right, the NVWA is entitled to invoice separately for the part of the Contract that has been or will be complied with.

Article 18 Confidentiality

1. Both parties are obliged to maintain confidentiality with respect to any confidential information they have received from each other or from any other source for the purposes of the Contract. Information shall be regarded as confidential if a party is notified to that effect by the counterparty or if it ensues from the nature of the information.

2. If a party is compelled, by virtue of a statutory provision or a court decision, to divulge confidential information to third parties designated by law or by the competent court and that party is unable to claim statutory privilege or privilege recognised or granted by the competent court, that party will not be obliged to pay damages or compensation and the counterparty will not be entitled to dissolve the Contract on the grounds of any damage caused by the breach of confidentiality.

Article 19 Intellectual property

1. All intellectual or industrial property rights relating to any products, works, documents, etc. produced by virtue of the Contract shall vest exclusively in the NVWA, unless these General Terms and Conditions or the Contract explicitly provide otherwise.

2. All documents provided by the NVWA, including reports, advice, agreements, designs, sketches, drawings, software, etc., are intended to be used exclusively by the Client and may not be reproduced, published or disclosed to third parties without the prior consent of the NVWA, unless the nature of the documents implies otherwise.

3. The NVWA reserves the right to use additional knowledge gained through the performance of the work for other purposes, provided no confidential information is disclosed to third parties in the process.

Article 20 Samples and models

1. If the Client is shown or provided with a sample or model, it shall be assumed to be only an approximation, unless it is explicitly agreed that the final product will correspond with it.

2. In the case of a contract relating to an immovable property, references to the surface area or other dimensions and specifications shall also be assumed to be intended only as approximations, with no requirement that the final product will conform to them.

Article 21 Continuing provisions

Provisions that are by their nature intended to continue even after termination of the Contract shall remain in force after termination. These provisions shall include those on intellectual property rights, confidentiality, disputes and the applicable law.

Article 22 Disputes

The Dutch courts have exclusive jurisdiction to hear disputes.

Article 23 Applicable law

The law of the Netherlands applies to every Contract between the NWWA and the Client.

Article 24 Invalidity of provisions

If any of the provisions of the General Terms and Conditions or the Contract prove to be null and void or are held to be invalid by the courts, the remaining provisions of the General Terms and Conditions or the Contract shall retain legal force. The parties shall consult in order to agree on alternative arrangements for the provisions that are null and void or invalid. The alternative arrangements shall not affect the purport of the General Terms and Conditions or the Contract.

The general terms and conditions of the NWWA have been deposited with the Clerk of the District Court Midden Nederland