



## **General conditions Purchase of Goods and Services**

## **PART D - General conditions for the purchase of goods and services**

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We are pleased to be able to engage you for the purchase of goods and/or services. This document sets out the applicable general conditions.

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### **1 General**

- 1.1 These general conditions for the supply of professional services apply, in addition to Part A and any other agreed parts of these general purchase conditions, to all offers and orders pertaining to the supply of professional services by a Vendor to Gate and to all agreements entered into with Gate in this regard.

### **2 The professional services**

- 2.1 The Vendor shall execute and complete the services with due care and diligence.
- 2.2 The Vendor ensures that all facilities, services and equipment used for the execution of the services are fit for their intended purpose and of good quality and workmanship throughout the term of the agreement. The Vendor shall provide all management services, supervision, personnel and labor as necessary for performing the services within the time specified by Gate.
- 2.3 The Vendor shall manufacture, document, deliver, install, commission and/or repair the services in accordance with any reasonable instructions of Gate.
- 2.4 The Vendor shall undertake that any applicable certificates of compliance or design approval from a certifying agency and/or all necessary approvals from the authorities shall be obtained in time and at the earliest available opportunity.
- 2.5 Partial supply of the services shall not oblige Gate in any way to make a partial approval of the services or consideration as to whether the supplied part of the services complies with the Vendor's obligations.
- 2.6 Parties shall regularly communicate concerning the execution of the agreement on an operational level. The Vendor shall furnish a detailed working plan in which the Vendor describes the order, timing and duration of the services for the assessment and approval of Gate. As soon as Gate has approved such working plan, the working plan forms an integral part of the agreement. Deviation from the approved working plan is only permitted with the prior written approval of Gate.

### **3 Variations**

- 3.1 Gate has the right at any time to issue instructions to the Vendor to make any increases, decreases, omissions, substitutions and changes to the personnel, time schedules or any other part of the services as regards its quality, form, character, kind or dimension, provided that Gate submits a written change order to the Vendor.
- 3.2 The Vendor shall not make any variation except with the written approval of Gate.
- 3.3 All variations shall be executed and completed under the provisions of the agreement and these general purchase conditions.
- 3.4 Changes and additions shall not lead to an increase of the agreed price or an extension of the agreed time or date of delivery unless and to the extent reasonable, and provided that the Vendor has made a written proposal to Gate with respect to an increase or an extension before the execution of the variation and always provided that Gate has approved such price increase or extension of time in writing.
- 3.5 If a change results in a decrease of the supply by the Vendor or a decrease of the agreed price thereof, Gate is entitled to a proportional price decrease.



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### **4 Assignment and substitution of personnel**

- 4.1 The Vendor shall assign qualified personnel suitable for the services each with at least the agreed and/or required level of competence necessary for the services. If Vendor assigns personnel with qualifications higher than necessary for the supply of services, it may only charge Gate the hourly rate applicable to suitable personnel.
- 4.2 The Vendor shall not substitute the personnel assigned for the services, be it temporarily or permanently, without Gate's prior written approval.
- 4.3 If Gate requests the substitution of personnel because Gate considers this to be desirable or necessary in the best interest of the performance of the agreement, the Vendor shall comply with this request within 2 (two) days after such request, without any additional costs.
- 4.4 If in the reasonable opinion of Gate an employee commits an act of misconduct or in case of any other reason or circumstance pursuant to which Gate cannot reasonably maintain such employee, even temporarily, Gate is entitled to remove such employee with immediate effect, followed by a written confirmation thereof being sent to the Vendor as soon as reasonably possible. In such event, the Vendor shall make a new employee available who possess at least equal competence, training and experience as the substituted employee.

### **5 Fees and payment**

- 5.1 For the supply of services Gate shall pay to the Vendor the fees that are set forth in the agreement. The Vendor shall only be entitled to fees for time which is actually spent on the required level of competency by the Vendor's personnel supplying the services for Gate and approved as such by Gate.
- 5.2 If the services cannot be supplied by Vendor due to a waiting period occurring on Gate's site, the first hour of the waiting period is for the account of the Vendor. Gate shall pay to the Vendor the agreed (hourly) fees of Vendor's personnel during the following hour(s) of the waiting period against the presentation of time sheets approved by Gate and provided that the waiting period has been notified by the Vendor to Gate within 30 (thirty) minutes after occurrence of the waiting period.
- 5.3 All expenses relating to travel by the Vendor's personnel to the location where the services are performed and lodging are for the account of the Vendor and not chargeable to Gate.
- 5.4 With respect to all services supplied for Gate by all Vendor's personnel, the Vendor agrees to submit to Gate every 3 (three) months reports to Gate detailing the services supplied.

### **6 Access to site**

- 6.1 Gate shall allow the Vendor and persons on behalf of the Vendor access to the site provided that this is deemed necessary for the execution of the agreement or in connection therewith, subject to the following provisions which the Vendor shall be bound to communicate to all persons on his behalf needing access to the site.
- 6.2 Access shall only be authorized during normal working hours as established for the site. Outside normal working hours, access can only be obtained after prior approval in writing from Gate.
- 6.3 Access is only granted to those persons whose particulars – initials, name, date of birth, complete address, date of appointment or hiring and function – have been registered on a list that the Vendor is bound to submit not later than 1 (one) day before the start of each working week. These persons shall be bound to identify themselves forthwith, upon request, and will allow Gate to make copies of identification documents and, if applicable, residence and work permits.

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- 6.4 All persons who enter the site and are present there, are obliged – and deemed – to have acquainted themselves with the legal regulations and applicable business rules at these premises, and must strictly adhere to these rules and regulations, as well as all instructions and directions given by or on behalf of the principal for the benefit of order, safety or otherwise, all of this under pain of removal therefrom.
- 6.5 All persons who enter the site and are present there, do so entirely at their own risk, even if they have been granted access by or on behalf of the Gate or if they are under escort by Gate or persons on its behalf, and even if they adhere to the rules, regulations, instructions and directions as referred to in this article.
- 6.6 The risk referred to in this article shall equally be applicable to vehicles and all other goods and materials that may be taken to or be present in and/or at the site.

### **7 Compliance**

- 7.1 Both the Vendor and its personnel shall at all times comply with the rules and regulations that are applicable to Gate with respect to the services and any other rules and regulations that Gate requests the Vendor and the personnel to comply with.
- 7.2 The Vendor's and/or its personnel's use of Gate computers and computer facilities shall at all times be in accordance with Gate's procedures, guidelines, directions and sound data processing practices and procedures, as made known to the Vendor and or its personnel from time to time, and with no interference with Gate's own data processing activities.
- 7.3 The Vendor warrants that the Vendor and its personnel shall not directly or indirectly trade in securities (including without prejudice to the generality of that term: stocks, options and derivatives) on the basis of information obtained in connection with the services executed under the agreement.
- 7.4 The Vendor warrants that it shall at all times comply with all applicable regulations regarding the protection of personal data, including Gate's own regulations regarding the protection of personal data, if any.
- 7.5 The Vendor warrants that it has obtained all requisite licenses and permits for supplying the services and has at all times complied with all terms and conditions of those licenses and permits and nothing might prejudice the continuation or renewal of any of those licenses and permits.
- 7.6 The Vendor warrants that all Gate data which it collects during the execution of the agreement will be stored within the Vendor's organization in such a manner that these are logically separated from any data which the Vendor has collected and stored within the Vendor's organization from the Vendor's other clients.

### **8 Inspection and testing of professional services**

- 8.1 Gate and its appointed representative(s) are at all times entitled to inspect or have inspected the services or part(s) thereof, to examine or have examined the services and/or to test or have tested the services or part(s) thereof, irrespective of where the services or part(s) thereof are performed. The same applies to all results of the services. For this purpose, they have free access to the sites on which the services or part(s) of the services are being performed.
- 8.2 Upon the discovery of any discrepancies or defects in or to the services, Gate will inform the Vendor. The Vendor shall repair and replace without cost or delay any discrepancy or defect discovered during inspection.
- 8.3 Failure of Gate to make such quality surveillance in or to the services or to discover defective design, materials or workmanship shall not relieve the Vendor from its obligations under the agreement nor prejudice the rights of Gate

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thereafter to reject or require correction of the defective services, in accordance with the provisions of these general purchase conditions.

- 8.4 Inspection, review, examination, testing, purchase, comment, approval and/or payment by or on behalf of Gate do not release the Vendor from any obligation, warranty or liability.

### **9 Completion and acceptance of professional services**

- 9.1 The Vendor shall be responsible for the complete execution of the services in accordance with the applicable specifications and requirements. The Supplier shall see to it that the services have been properly performed and shall verify this prior to the agreed date or time for acceptance by Gate.
- 9.2 Upon completion of the services, Gate may instruct an independent surveyor to conduct a survey with regard to the (result of the) services. If the surveyor holds the opinion that (the results of) the services do not meet the applicable specifications and requirements, the Vendor shall for its own account make such changes, modifications and/or additions to the services or any part thereof as may be necessary to meet the applicable specifications and requirements. The same shall apply if and when Gate establishes such non-compliance by the Vendor.
- 9.3 The Vendor shall clean and restore the site and/or the storage space used for the execution of the services in the old condition for its own risk and account, at the latest on the day on which the services are ready for acceptance.
- 9.4 The Vendor shall remove from the site all waste material and other residues that resulted from the execution of the services and/or any cleaning activities undertaken by the Vendor.
- 9.5 Gate shall accept the site works as soon as the Vendor has complied with his obligations under this article 9.

### **10 Warranty**

- 10.1 In addition to Part A – article 16, the following applies. The Vendor warrants that its personnel shall have the necessary skill and expertise (including sufficient skills of the language of the country where the services are to be performed) to supply the services, that all services will be performed in a professional workmanlike manner and in a manner that meets or exceeds reasonably accepted industry practices for such services.
- 10.2 The Vendor warrants that any software and any documents or files in any electronic format provided in connection with the agreement to Gate as well as any software used as tools by the Vendor in the execution of the services will be free from any and all computer viruses. Computer viruses shall include all software traps, viruses, worms, or code (including any passwords unknown to Gate, disabling devices or codes whatsoever) which would interfere with access to and intended use of the software, documentation or files or which would destroy or alter Gate's data or in any way prejudice the integrity thereof.

### **11 Publicity**

- 11.1 Without prejudice to the Vendor's obligation regarding Confidential Information described in Part A – article 14, the Vendor explicitly acknowledges that without Gate's prior written approval the Vendor is not entitled to refer to the agreement or to its relationship with Gate for marketing or other commercial purposes.

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### **12 Non-Solicit**

- 12.1 The Vendor shall during the execution of the agreement as well as during a period of one year following the termination of the agreement not in any way, direct or indirect, approach and/or entice away any employees of Gate to terminate their employment agreement with Gate and/or to enter into an agreement with the Vendor or a Vendor's affiliate. For the purposes of this clause "employees of Gate" include all persons who work for Gate.

### **13 Transition of services**

- 13.1 Upon or prior to termination of the agreement and if requested by Gate, the Vendor shall diligently cooperate with Gate to effect a smooth and orderly transition of the services from the Vendor to Gate or to any third party designated by Gate.

### **14 Insurances**

- 14.1 The Vendor shall at its own cost as during the performance of professional services obtain and maintain in effect adequate and sufficient insurance, including but not limited to a Professional Indemnity Policy, an Employer's Liability Insurance and any other insurance which the Vendor is obliged to carry under applicable legislations.
- 14.2 The Vendor shall furnish promptly to Gate upon request reasonable evidence of the insurance coverage set out in this article (and undertakes promptly to ensure similar co operation from its subcontractors).