

**General Purchase Conditions effective 1 February 2025 ('Purchase Conditions') for Stichting Sanquin Bloedvoorziening/Sanquin Diagnostiek B.V./Sanquin Property & Services B.V./Sanquin Real Estate B.V./Sanquin Innovatie B.V./Sanquin Health Solutions Group B.V. ('Sanquin')**

**In the event of disputes concerning the interpretation of the English version of the Purchasing Conditions, the Dutch text takes precedence**

**I General provisions**

**1. Applicability of conditions and order of priority**

- 1.1. The Purchase Conditions apply to all agreements, including amendments and modifications thereof, between Sanquin and the other party ('**Supplier**') for the supply of products ('**Products**') and the provision of services ('**Services**') to Sanquin. Accordingly, the Purchase Conditions also apply to every relevant written order by Sanquin ('**Order**'), every relevant written offer by the Supplier ('**Quotation**') as well as every request for information, price and/or quotation by Sanquin from the Supplier, hereinafter separately and together referred to as '**the Agreement**'.
- 1.2. Deviations from the Purchase Conditions can only be agreed upon in writing between the parties and must be signed by the parties for approval.
- 1.3. The general terms and conditions or other special conditions of the Supplier or trade association, by whatever name, are explicitly rejected.
- 1.4. If the Purchase Conditions conflict with the provisions of an Agreement, the provisions of the Agreement will prevail.
- 1.5. In any case, the Supplier will be deemed to have accepted these Purchase Conditions once the delivery of the Products and/or the provision of the Services has been carried out for the first time.
- 1.6. If, in the opinion of the court, any provision is inapplicable or invalid, the Parties will consult with each other to replace the provision in question with a new provision, taking into account as far as possible the purpose and purport of the earlier provision.
- 1.7. Sanquin reserves the right to unilaterally modify the Purchase Conditions. If Sanquin proceeds to amend the Purchase Conditions, Sanquin will inform the Supplier of this. The amended Purchase Conditions will be posted on the Sanquin website ([www.sanquin.nl](http://www.sanquin.nl)).
- 1.8. Sanquin has the right to transfer the Agreement to a group company as referred to in article 2:24b of the Dutch Civil Code.

**2. Establishment of the Agreement**

- 2.1. A Quotation is free of charge, irrevocable and has a minimum validity of sixty (60) calendar days from the time that Sanquin receives the Quotation.
- 2.2. If Sanquin places an Order without a prior offer from the Supplier, then the Agreement comes into effect when the Supplier accepts the Order. In the absence of a written acceptance by the Supplier, the Agreement comes into effect when the Products and/or Services are delivered to and accepted by Sanquin.

- 2.3. If the Supplier has demonstrably not yet commenced performance of the Agreement, contract or Order, Sanquin is entitled to cancel it at any time. In that case, Sanquin will reimburse the Supplier for the costs that the Supplier has incurred, provided that these costs are demonstrable and reasonable. Evidence for these costs can include invoices, issued Orders or demonstrable work performed.

### **3. Pricing**

- 3.1. The agreed prices are fixed throughout the term of the Agreement.
- 3.2. The agreed prices are in Euro, are exclusive of VAT (unless expressly stated otherwise) and include all costs related to fulfilment of the Supplier's obligations under the Agreement.

### **4. Invoicing and payment**

- 4.1. The Supplier is to send Sanquin an invoice for each full or partial delivery. The Supplier must send this invoice to Sanquin no later than five (5) calendar days after each delivery.
- 4.2. Payment of invoices not disputed by Sanquin is to take place within thirty (30) calendar days from the invoice date after final delivery and receipt of all related documentation in the Dutch or English language, and after receipt of a proper invoice and, if applicable, after successful inspection as referred to in article 11.
- 4.3. If the Supplier as creditor does not meet the requirements referred to in article 6:119a paragraph 6 of the Dutch Civil Code and thus qualifies as a large enterprise, a payment period of forty-five (45) calendar days applies.
- 4.4. Sanquin is entitled at any time, without prior notice to the Supplier, to set off any current or future claim of the Supplier against any current or future claim of Sanquin, regardless of whether such claims are already due and payable.
- 4.5. This article is without prejudice to any other rights available to Sanquin under an Agreement or otherwise.

### **5. Auxiliary materials**

Materials made available by the Supplier or purchased or manufactured by the Supplier for Sanquin's account, unused or unprocessed raw and auxiliary materials, tools, drawings, models, instructions, specifications, software and other auxiliary materials remain Sanquin's property or become Sanquin's property after payment. No changes or modifications to Sanquin materials are permitted without prior written permission and they may not be used for any purpose other than the agreed purpose.

### **6. Delivery**

- 6.1. The Supplier must make the delivery at the agreed place, manner and time as stipulated in the Agreement.
- 6.2. The delivery time and delivery date are strict deadlines. In the event of late delivery, the Supplier will be in default without further notice of default.
- 6.3. If the Supplier expects that the delivery cannot be made on time in accordance with the agreements made, it must immediately inform Sanquin of this in writing, stating the circumstances causing this, and must immediately make a proposal for taking bridging measures. The Supplier is only entitled to make a delivery by means of an alternative method after Sanquin has given written permission to do so. Sanquin may refuse the Supplier's proposed bridging measure and take bridging measures itself, provided Sanquin has compelling and reasonable arguments for doing so. In that case, Sanquin may also require that another Supplier be

temporarily engaged as a bridging measure. The costs relating to the relevant bridging measure must be borne by the Supplier. A deferred delivery time will not affect Sanquin's other contractual and statutory rights.

- 6.4. The Supplier must deliver the Products and/or Services as described, complete and ready for use. Unless otherwise agreed in writing, the Supplier must ensure that, among other things, all parts, auxiliary materials, attachments, tools, spare parts, user manuals and instruction manuals necessary for the realisation of the purpose indicated by Sanquin and the proper functioning of the Products and/or Services will be included as part of the delivery, even if they are not specifically mentioned.
- 6.5. The Supplier is obliged to provide to Sanquin, in written form and at no additional cost, all information, documentation, information and safety sheets, as well as any quality marks or certificates which Sanquin reasonably requires in order to make normal use of the Products and/or Services delivered. The Supplier must send new versions to Sanquin without delay.
- 6.6. The Supplier warrants that for a period of at least ten (10) years or a period agreed upon in writing after delivery of the Products and/or Services, spare and consumable parts will be kept in stock and delivered to Sanquin on demand.
- 6.7. The Supplier is aware that the vital business operations of Sanquin and its group companies must remain safeguarded, partly in the context of the Blood Supply Act. For this reason, the Supplier will enter into all agreements and provide all reasonable cooperation to ensure that Sanquin's business continuity is guaranteed at all times.

## **7. Software**

- 7.1. This article 7 applies if the delivery of the Products and/or Services or part thereof involves the Supplier supplying software (including object and source code) and/or making it available to Sanquin.
- 7.2. The Supplier must deliver a Product containing software to Sanquin in accordance with articles 18 and 50ae of Book 7 of the Dutch Civil Code. This means that the Supplier must, among other things, ensure that updates, including security updates, necessary to ensure that the delivered good complies with the Agreement are communicated to Sanquin and delivered during the period that Sanquin can reasonably expect.
- 7.3. The Supplier guarantees that the software:
  - meets the specifications that the Parties have mutually agreed upon;
  - functions in accordance with the documentation that the Supplier has provided along with the software;
  - is suitable for the intended purpose of use that Sanquin has made known to the Supplier;
  - upon delivery is free of viruses, Trojan horses, time bombs and other code and/or programs that impede, disrupt or otherwise affect the operation of Sanquin's software or systems in a manner not intended by Sanquin. This applies to all versions of the software; and
  - can be maintained by the Supplier for a period of not less than 3 (three) years – or the term included for this purpose in the Agreement – after the software has been made available, at Sanquin's first request.
- 7.4. With respect to all software made available by the Supplier for use by Sanquin to which the provisions of article 9.3.a do not apply, the Supplier

hereby grants Sanquin the right to reproduce and disclose the software including:

- the right to make copies of the software, store them, test them regularly and keep them in 'hot standby' mode in the event of an emergency;
  - the right to use the software without any restriction or limitation as to place, equipment, duration or otherwise, including its use by third parties for the benefit of Sanquin, provided that:
  - Sanquin performs these acts as part of its normal business activities;
  - Sanquin does not rent, sell copies or otherwise exploit the software to third parties.
- 7.5. The Supplier grants the license to all new versions (by whatever name), such as release updates or patches, that the Supplier makes available to Sanquin and/or to which Sanquin is entitled.
- 7.6. The Supplier cannot terminate the license unless Sanquin acts in violation of the license and this constitutes grounds for lawful termination. If the software is made available upon payment of a one-time fee, the license is perpetual. If the Parties have agreed on a fee payable periodically for the license, the license, as well as the related payment obligation, will terminate automatically if Sanquin terminates the Agreement.

## **8. Confidentiality**

- 8.1. The Parties will keep strictly confidential from third parties all information that has come or been brought to their knowledge in any way about and from the other Party and its organisation, with the exception of third parties engaged for the execution of the Agreement. The Parties will not provide information about Products and Services provided to third parties except with the prior written consent of the other Party.
- 8.2. In the event that there is a legal obligation or court order to share information obtained in the performance of the Agreement, the Parties will notify each other of this immediately.
- 8.3. The Supplier undertakes to Sanquin that it will impose the obligations mentioned in this article on those charged with the performance of the Agreement on behalf of the Supplier. The Supplier warrants to Sanquin that this obligation will be fulfilled.

## **9. Intellectual property**

- 9.1. The Parties will not use the name of the other Party either directly or indirectly in publications and/or advertisements or otherwise without the prior consent of the other Party.
- 9.2. The Supplier guarantees that the use of the Products and/or the Services, including resale and/or making available to third parties, or the use of the auxiliary materials purchased or manufactured by it for the benefit of Sanquin, will not infringe any patent rights, trademark rights, model rights, copyrights, database rights, rights to know-how or other (intellectual property) rights of third parties.
- 9.3. All Intellectual Property Rights that may or must be exercised with respect to the agreed performance, such as the provision of Services, the granting of a license, the delivery of a Product or combination thereof ('Performance') and/or the results of the Performance ('Results') anywhere and at any time, are vested in:
- a. Sanquin if it concerns Results or Performances and – in the case of Performances – in so far as the relevant Performance has been or is being designed, developed or manufactured specifically for Sanquin

and/or has been designed or is being realised under the management or supervision of Sanquin or on the basis of its instructions;

- b. The Supplier or a third party, in all other cases. Without prejudice to the provisions of article 7.4, the Supplier hereby grants a right of use sufficient for Sanquin's intended use of the Results and/or Performance referred to in this paragraph.
- 9.4. Upon signature of the Agreement, the Intellectual Property Rights referred to in article 9.3.a will be transferred to Sanquin, and Sanquin accepts or establishes this transfer of rights now and for henceforth. To the extent that a further deed is required at any time for the transfer or establishment of those rights, the Supplier will immediately and unconditionally at Sanquin's first request cooperate fully with this transfer/establishment.
  - 9.5. The Supplier hereby waives, to the extent necessary, also on behalf of its personnel, all so-called moral rights to which it may be entitled as referred to in article 25(1)(a) through (c) of the Copyright Act, to the extent such waiver is permitted by such regulations. The Supplier warrants to Sanquin that it is authorised to make this waiver also on behalf of its personnel.
  - 9.6. The Supplier warrants that the Performance does not infringe any Intellectual Property Rights or other rights of third parties.
  - 9.7. The Supplier will indemnify and hold Sanquin harmless against claims by third parties in respect of an actual or alleged infringement of Intellectual Property Rights of those third parties, including comparable claims relating to knowledge, unlawful competition and the like, if the claim is caused by the delivery or use of the Performance and/or the Results. The Supplier will indemnify and hold Sanquin harmless with respect to all damages and costs to which Sanquin may be ordered in such proceedings as well as against the costs of such proceedings themselves including, but not limited to, the costs related to obtaining legal advice in connection therewith. The Supplier will at Sanquin's first request assume the defence in any proceedings that may be brought against Sanquin in connection with the Performance and/or the Results for infringement of a third party's Intellectual Property Rights.
  - 9.8. In the event of an alleged infringement of a third party's Intellectual Property Rights, the Supplier will, at its own expense, take all measures that could contribute to the prevention of stagnation of Sanquin's business operations and to limit the costs to be incurred and/or damage to be suffered by Sanquin as a result thereof.
  - 9.9. The provisions of this article 9, shall apply without prejudice to the preservation of Sanquin's other rights under the Agreement and other laws and regulations.

## 10. Data protection and cybersecurity

- 10.1. The Supplier is aware that Sanquin and/or its group companies is an essential entity under Directive (EU) 2022/2555 and a critical entity under Directive (EU) 2022/2557. The Supplier will take all measures and cooperate to enable Sanquin and its group companies to comply with these Directives and Dutch laws and regulations implementing these Directives. In this context, the Supplier will in any event (i) cooperate with risk assessments by Sanquin, (ii) take appropriate and proportionate technical, security and organisational measures to ensure Sanquin's resilience, and (iii) follow Sanquin's policies and instructions on cybersecurity and incident reporting.
- 10.2. The Supplier complies with all applicable laws and regulations regarding the processing of all data and information, including personally identifiable data, that:
  - has been made available to the Supplier or its supplier by Sanquin (or one of its group companies),
  - the Supplier or its subcontractor has obtained, developed or produced, or processed, and that results from the Performance, or
  - is specifically created under the Agreement.
- 10.3. If the data and information described under article 10.12 ('**Sanquin Data**') includes data that can be traced back to a person and the Supplier is a processor within the meaning of the General Data Protection Regulation ('**GDPR**'), the Agreement is entered into under the suspensive condition of the formation of a data processing agreement. A breach of the data processing agreement is also a breach of the Agreement.
- 10.4. Without prejudice to the provisions of the processing agreement, the Supplier will, with respect to Sanquin Data:
  - a. take, maintain and, if necessary, modify appropriate technical and organisational measures so that Sanquin Data is at all times adequately protected against damage, destruction, loss, falsification, unauthorised distribution or access, unauthorised modification and/or perusal thereof or any other form of unlawful processing and in that context, will:
    - apply generally accepted international security standards;
    - apply and comply with Sanquin's security policy as established and communicated by Sanquin from time to time; and
    - use up-to-date antivirus software for the protection of Sanquin Data that conforms to such standards, practices, skill, diligence, prudence and precaution as would be expected of a skilled and experienced professional working in the same or similar type of business under like or similar circumstances;
  - b. refrain from using Sanquin Data for any purpose other than that for which Sanquin has provided or given access to Sanquin Data;
  - c. refrain from storing Sanquin Data outside the EEA and disclose to Sanquin the storage location at all times;
  - d. at Sanquin's first request, return or destroy Sanquin Data at Sanquin's discretion; and
  - e. immediately notify Sanquin if there is an incident concerning the security of Sanquin Data and in that context fulfil the obligations the processor has towards Sanquin under article 28 of the GDPR.

## 11. Inspection and Audit

- 11.1. Sanquin inspects whether the Products and/or (the Results of) Services meet the specifications, and has the right to carry out GMP audits at the premises of the Supplier and/or the producer of the Products, or have them carried out, on a date and in a manner determined in consultation with the Supplier.
- 11.2. The Supplier must grant access to the places where the Products and/or parts are manufactured or stored, cooperate in the inspection or audit and provide at its own expense the necessary or requested documentation and information.
- 11.3. If at the inspection the Products and/or (the Results of) Services are rejected in whole or in part, Sanquin will report this to the Supplier in writing and if Sanquin requests this, the Supplier will be obliged to arrange for free repair or replacement of the Products delivered at Sanquin's discretion within a reasonable period to be determined by Sanquin or for the Services to be performed again. If the Supplier fails to comply with this obligation within the period set by Sanquin, Sanquin will be entitled to terminate the underlying Agreement, without prejudice to the other rights to which Sanquin is entitled, including but not limited to the right to compensation for damage suffered by Sanquin.
- 11.4. If the Supplier fails to take back the rejected Products within ten (10) calendar days from the date of the written notification, Sanquin will have the right to return the Products to the Supplier at the Supplier's expense.

## **12. Liability**

- 12.1. The Supplier is liable for all damage suffered by Sanquin or by third parties as a result of a defect in the Products or Services and/or as a result of the Supplier's failure to perform the Agreement and/or as a result of the Supplier's wrongful acts or omissions.
- 12.2. The Supplier will indemnify Sanquin against claims of third parties (including subcontractors, the tax authorities or social security authorities), however named, in respect of damage suffered and/or overdue payments and/or costs in connection with this Agreement, and will upon Sanquin's first request reach a settlement with those third parties, or defend itself in legal proceedings, instead of or jointly with Sanquin – all this subject to Sanquin's discretion and approval – against claims as referred to above.
- 12.3. The Supplier's liability is limited as follows:
  - for contracts whose total value is less than or equal to €50,000: €150,000 per event and €300,000 per contract year;
  - for contracts whose total value is more than €50,000 but less than or equal to €100,000: €300,000 per event and €500,000 per contract year;
  - for contracts whose total value is more than €100,000 but less than or equal to €150,000: €500,000 per event and €1,000,000 per contract year;
  - for contracts whose total value is more than €150,000 but less than or equal to €500,000: €1,500,000 per event and €3,000,000 per contract year;
  - for contracts whose total value is more than €500,000: €3,000,000 per event and €5,000,000 per contract year.

For this purpose, connected events are classified as a single event. The limitation of liability as referred to above will lapse (a) in the event of third-party claims for compensation as a result of death or injury; (b) if there is intent or gross negligence on the part of the Party causing the loss

or damage or its management and/or subordinates; and/or (c) – as far as the Supplier's liability is concerned – in the event of a violation of intellectual property rights as referred to in article 9.4.

- 12.4. Sanquin's liability to the Supplier is limited to a maximum amount of €500,000 per contract year.
- 12.5. The Supplier must ensure that it is adequately insured for its liability under this article during the term of the Agreement. At Sanquin's request, the Supplier must provide proof of insurance coverage showing that the Supplier is adequately insured. At Sanquin's request, the Supplier must also submit proof of payment of the premiums owed in this regard.

### **13. Force majeure**

- 13.1. In the event of force majeure, the Supplier will inform Sanquin of this in writing immediately after the circumstance causing force majeure has occurred, stating the cause of the force majeure. In the event of permanent force majeure on the part of the Supplier or if the force majeure condition is temporary but has lasted longer than fifteen (15) calendar days, Sanquin is authorised to terminate or dissolve the Agreement extrajudicially with immediate effect, without being obliged to compensate the Supplier for any damage and costs. This paragraph is without prejudice to Sanquin's other legal rights, such as the right to compensation.
- 13.2. Force majeure will in any case not include lack of personnel, strikes, illness of personnel, shortage of raw materials, transport problems, failure or non-performance of obligations by suppliers, breakdowns in the Supplier's production and liquidity or solvency problems on the part of the Supplier or failure of third parties engaged by it.

### **14. Bribery**

- 14.1. The Parties must not ask for, accept or be promised, for themselves or any other party, any gift, reward, compensation or benefit of any kind that could be construed as an illegal practice to each other or to any third party.

### **15. Termination, breach of contract**

- 15.1. Without prejudice to the provisions of the Agreement, each Party may terminate the Agreement in whole or in part by registered letter out of court, without being obliged to pay any compensation to the other Party, if the other Party is in default or if performance is permanently or temporarily impossible, unless it concerns a breach which, in view of its special nature or minor importance, does not justify termination.
- 15.2. Sanquin is authorised at all times to terminate an Agreement prematurely, provided that a notice period of at least three (3) months is observed. Sanquin is not obliged to pay any compensation to the Supplier as a result of such termination.
- 15.3. Without thereby waiving its rights under the law, Sanquin is authorised to suspend the performance of the Agreement in whole or in part and/or to terminate the Agreement in whole or in part with immediate effect, without Sanquin being liable to the Supplier for any compensation if:
  - with respect to the Supplier, whether temporarily or not, suspension of payment has been applied for or granted;
  - bankruptcy has been filed or declared with respect to the Supplier;
  - the Supplier's assets, or a significant portion of them, have been seized;
  - the Supplier has been placed under receivership or into administration;

- a private arrangement for debt restructuring has been offered with respect to the Supplier;
  - the Supplier's company is subject to cessation or liquidation or full or partial takeover, merger or an essential change in control of the Supplier's company without Sanquin's prior approval for this (to which Sanquin may attach conditions);
  - the Supplier has made a decision to dissolve its business;
  - bribery as referred to in article 14 or if it appears that a subordinate of Sanquin holds an ancillary position, paid or unpaid, with the Supplier at the establishment of the Agreement without Sanquin having been informed of this prior to the establishment of the Agreement;
  - it appears that the Agreement or the performance of the Agreement violates the sanctions regulations of the United Nations, European Union or any other sanctions regulations applicable to Sanquin.
- 15.4. All claims which Sanquin may have or acquire against the Supplier in the cases referred to in paragraph 3 of this article will be immediately due and payable in full, so that the Supplier will be in default without notice of default.
- 15.5. The Supplier is not entitled to suspend any obligation under the Agreement.
- 15.6. Obligations which by their nature are intended to continue beyond the end of an Agreement shall continue after the end of an Agreement.

## **16. Applicable law and jurisdiction**

- 16.1. The Agreement and all agreements resulting from it will be governed by Dutch law to the exclusion of the 1980 UN Convention on Contracts for the International Sale of Goods (Vienna Convention on Contracts for the International Sale of Goods).
- 16.2. All disputes, which may arise between the Parties as a result of the Agreement or resulting agreements, must be brought exclusively before the competent court of the District Court of Amsterdam.

## **II Provisions relating to the delivery of Products**

### **17. Packaging and shipping**

- 17.1. The Products must be properly packaged to ensure that they reach their destination in good condition. They should also be marked in accordance with the legal regulations and decrees and any additional Sanquin regulations.
- 17.2. A packing list must accompany the Products to be delivered. On the packing list, Supplier must also indicate whether the Products are packed in loan packaging. The return of loan packaging is at the Supplier's expense and risk.
- 17.3. Unless otherwise agreed, all packaging becomes the property of Sanquin upon delivery.

### **18. Transfer of title and risk**

- 18.1. The Product title and risk will pass from the Supplier to Sanquin at the time of delivery.
- 18.2. Unless varied in writing in the Agreement, the Supplier must deliver in accordance with Delivered Duty Paid (DDP), in keeping with the latest Incoterms® as established by the International Chamber of Commerce

(ICC).

- 18.3. In the event that the Products are rejected by Sanquin during or after delivery pursuant to article 11, the title and risk will be deemed never to have passed to Sanquin.
- 18.4. The Supplier is not authorised to invoke a right of retention or right of recovery.
- 18.5. The above provisions on title and risk will not affect Sanquin's rights in the event of a possible or actual breach on the part of the Supplier. Nor does any inspection of the Products by Sanquin as referred to in article 11 affect Sanquin's rights by virtue of the Supplier's possible or actual breach.

## **19. Maintenance**

- 19.1. If the Parties have not agreed on exclusive Services with respect to maintenance of the Product, Sanquin is free to have the maintenance performed by its own personnel or by third parties. The Supplier must unconditionally cooperate and provide all information necessary for the purpose of such maintenance.

## **20. Warranty**

- 20.1. The Products are subject to a warranty period of at least twenty-four (24) months or the warranty period applied by the Supplier, whichever is longer.
- 20.2. The warranty period commences from the time of the completed delivery to Sanquin.
- 20.3. The Supplier warrants that the Products (including any installation/assembly thereof):
  - conform to what was agreed upon;
  - meet in all respects the requirements provided by the Supplier and/or Sanquin for the content and nature of the Products (specifications);
  - are free of defects;
  - are suitable for the purpose intended by Sanquin;
  - meet the highest requirements of the safety and quality standards or certification used within the industry;
  - comply with legal requirements and other government regulations including European and national laws and regulations and local government regulations and including CE marking regulations; and
  - do not infringe on intellectual property or other rights of third parties.
- 20.4. To the extent the Product is hardware, in addition to what is agreed in paragraph 3, the Supplier warrants that:
  - the Product is suitable for inclusion in Sanquin's network structure ;
  - the Product possesses the agreed properties even at peak load, and meets the specifications;
  - the Product is and remains fully compatible with Sanquin's equipment and software, in such a way that the continuity of Sanquin's business operations is and remains guaranteed;
  - current, matching, tested software found to be fully suitable for the Product can be supplied to Sanquin at a reasonable price, and that software can also be developed at a reasonable fee if necessary;
  - accompanying documentation will enable Sanquin to maintain and modify the Product or have it maintained and modified, and continue to do so, and that for this purpose the Supplier will keep all materials

stocked and available in accordance with these warranties, so that Sanquin can also perform such maintenance on the Product or have it performed after the end of the Agreement.

- 20.5. If the Products and/or Services do not comply with the requirements set out in paragraphs 3 and 4 of this article, the Supplier must provide repair or replacement within a reasonable period to be determined by Sanquin, at Sanquin's discretion. The Supplier is obliged to bear the cost of repair or replacement.
- 20.6. If, after consultation with the Supplier, it must reasonably be assumed that the Supplier cannot or will not provide repair or replacement in good time or properly, then Sanquin is entitled to carry out repair or replacement itself or have this done by third parties. The Supplier must then bear the costs related to this.
- 20.7. If repair or replacement by the Supplier does not take place at all, or in a timely manner, or properly, Sanquin may also decide to proceed to immediate termination of the Agreement as described in article 15 of these Purchase Conditions without prejudice to the other statutory or contractual rights to which Sanquin is entitled, including but not limited to the right to compensation for damage suffered by Sanquin.

## **21. Recall**

- 21.1. A recall takes place in connection with an observed deviation in the quality, safety, operation and processing of the Products, as a result of which they do not provide the safety and/or operation that may be expected. Immediately after the necessity or reason for a recall or the possibility of a defect has become known, as well as in the event of a message from the Supplier warning that in certain situations the safety or quality of a method or the Products is inadequate ('Field Safety Notification'), the Supplier must inform Sanquin of this by telephone and in writing. The Supplier must do so no later than twenty-four (24) hours after disclosure.
- 21.2. Upon retrieval of the recalled Products, the Supplier must immediately deliver a suitable replacement Product without defects, in order to enable Sanquin's processes to continue.
- 21.3. The Supplier is obliged to bear all costs incurred by Sanquin as a result of a Safety Notification and recall.

## **III Provisions relating to the provision of Services**

### **22. Transfer of title and risk**

- 22.1. The title to the result of the Services provided is transferred at the time of delivery. Risk passes to Sanquin upon acceptance of the Services by Sanquin.
- 22.2. In the event that Sanquin rejects the results during or after delivery, the title and risk will be deemed never to have passed to Sanquin.
- 22.3. The above provisions on title and risk will not affect Sanquin's rights in the event of a possible or actual breach on the part of the Supplier. Nor does Sanquin's acceptance referred to above in paragraphs 1 and 2 detract in any way from Sanquin's rights pursuant to the Supplier's possible or actual breach.

### **23. Software as a Service**

- 23.1. If, upon the establishment of the Agreement, no performance levels have been agreed upon, such as for availability, response times or resolution

times with which the Services or a specific part thereof must comply (**'Service Levels'**), and the Agreement relates to continuous provision of Services for a period of 6 (six) calendar months or longer, Sanquin is at all times entitled to require that the Supplier submit a proposal to supplement the Agreement with Service Levels that are adequate, representative and in line with the market for the nature of the Services. The Supplier must make this proposal in writing within 14 (fourteen) calendar days of Sanquin's request.

- 23.2. The Supplier's proposal referred to in article 23.1 must include in any case:
- service times during which the Services are provided and/or available to Sanquin;
  - key performance indicators (KPIs) relevant to the Services, such as Service availability and incident resolution times with associated minimum performance, target performance, measurement periods and measurement methods; and
  - sufficient safeguards to facilitate the provision of the Services in accordance with the Service Levels.
- 23.3. The Supplier will report monthly on actual performance against the agreed Service Level. If the Supplier does not achieve the agreed Service Level, the Supplier is obliged to investigate and resolve the root cause in order to perform the Services in accordance with the Service Levels. At Sanquin's first request, the Supplier must also report to Sanquin on the cause, the solution and preventive measures taken or planned to prevent recurrence. The provisions of this article, the Service Levels and the agreement in which they are set forth are without prejudice to Sanquin's rights.

## **24. Warranty**

- 24.1. The Supplier warrants that the Services and the result of the Services:
- conform to what was agreed upon;
  - are suitable for the purpose intended by Sanquin;
  - meet the highest requirements of the safety and quality standards or certification used within the industry;
  - comply with legal requirements and other government regulations including European and national laws and regulations and local government regulations; and
  - do not infringe on intellectual property or other rights of third parties.
- 24.2. If the Services do not comply with the requirements set out in paragraph 1 of this article, the Supplier must ensure that the Service is performed again within a reasonable period to be determined by Sanquin. The Supplier is obliged to bear the cost of this repeated performance.
- 24.3. If, after consultation with the Supplier, it must reasonably be assumed that the Supplier will not perform the Service again at all, or in good time or properly, then Sanquin is entitled to have this carried out by third parties. The Supplier must then bear the costs related to this.
- 24.4. If the repeated performance of the Service by the Supplier does not take place in a timely manner, or properly, Sanquin may also decide to proceed to immediate termination of the Agreement as described in article 15 of these Purchase Conditions without prejudice to the other statutory or contractual rights to which Sanquin is entitled, including but not limited to the right to compensation for damage suffered by Sanquin.

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