GENERAL GOVERNMENT PURCHASING CONDITIONS 2026

(ARIV 2026)

Adopted by order of
the Prime Minister,
Minister of General Affairs,
of 11 March 2026, no. 9851947

Article 1 Definitions

The following terms are written with initial capitals in these Purchasing Conditions and are defined as follows:

1.1 Delivery: the delivery of the Product, including its assembly or installation in accordance with the requirements set out in the Contract.
1.2 Schedule: an annexe to the Contract that forms part of it.
1.3 Documentation: information about the properties and functionalities of and user instructions for the Product.
1.4 Purchasing Conditions: these general terms and conditions.
1.5 Inspection: the inspection of the Product for visible defects by the Purchaser or a third party designated by the Purchaser.
1.6 Purchaser: the State of the Netherlands or any other purchaser using these Purchasing Conditions.
1.7 Supplier: the Purchaser’s counterparty.
1.8 Contract: the contract between the Purchaser and the Supplier of which the Purchasing Conditions form part.
1.9 Party: the Purchaser or the Supplier, depending on the context.
1.10 Parties: the Purchaser and the Supplier.
1.11 Staff: the persons, including subordinates and subcontractors, engaged by the Parties in performing the Contract.
1.12 Product: the item(s) of movable property to be delivered to the Purchaser by the Supplier under the Contract.
1.13 Working Day: calendar day, with the exception of Saturdays and Sundays and official public holidays within the meaning of section 3, subsection 1 of the General Extension of Time Limits Act.

Article 2 Application

2.1 Amendments or additions to the Contract or derogations from the Purchasing Conditions are binding only if they have been explicitly agreed in writing or by email between the Parties.
2.2 In the event of inconsistency between the Dutch text of these Purchasing Conditions and translations of them, the Dutch text will always prevail.

Article 3 Delivery and transfer of ownership

3.1 Delivery of the Product by the Supplier will take place on the agreed delivery date(s) and at the delivery location specified by the Purchaser.
3.2 Unless agreed otherwise, ownership of the Product is transferred to the Purchaser at the time of Delivery. The Supplier bears all risks connected with transporting the Product to the agreed delivery location and is responsible for any formalities associated with transport.
3.3 The agreed delivery date(s) is/are fixed and vital. If the Product is not delivered at the agreed delivery location on that date or those date(s), the Supplier will be in default without notice of default being required.
3.4 If there is a risk that the Delivery will be delayed, the Supplier will immediately notify the Purchaser, stating the cause and the consequences of the potential delay. The Supplier will also take measures to prevent delays (or further delays). As soon as possible after receiving that notification, the Purchaser will inform the Supplier whether the Purchaser agrees with the proposed measures and the specified consequences. If the Purchaser agrees this does not imply recognition by the Purchaser of the cause of the potential delay and does not

detract from any other rights or claims accruing to the Purchaser under the Contract and legislation.

3.5 The Supplier may deliver the Product earlier only if the Purchaser has given prior consent for this in writing or by email. This will not alter the agreed time of payment, unless agreed otherwise.

3.6 The Purchaser may defer the Delivery, unless this would place a disproportionate burden on the Supplier. The Supplier is obliged to store the Product for the Purchaser free of charge until the deferred time of Delivery, unless this would place a disproportionate burden on the Supplier. In that case the Parties will hold discussions to find an arrangement that is reasonable and acceptable for both Parties. Paragraph 3 applies to the Delivery deferred by the Purchaser.

3.7 The Purchaser need not make payment until after Delivery of the Product.

Article 4 Guarantee

4.1 The Supplier guarantees that the Product complies with the Contract, is free of defects and is suitable for the purpose for which the Product is intended. The Parties may agree a guarantee period.

4.2 The Supplier guarantees that the Product is free of any special encumbrance or restriction. The Supplier indemnifies the Purchaser against all claims from third parties in this regard.

4.3 The Purchaser may demand that the Supplier, as security for compliance with the Supplier's obligations, arranges for an on-demand bank guarantee to be issued to the Purchaser. The costs of the bank guarantee will be borne by the Supplier.

Article 5 Inspection

5.1 The Purchaser may request Inspection of the Product prior to Delivery.

5.2 In the event of an Inspection:

a. the agreed delivery date(s) will continue to apply;

b. the Supplier will cooperate free of charge with the Inspection and will free of charge provide a suitable location and make reasonable assistance available in terms of staff and materials;

c. the Supplier or a third party designated by the Supplier may be present at the Inspection. The associated costs will be borne by the Supplier itself.

5.3 If the Purchaser rejects the Product, the Purchaser will notify the Supplier accordingly in writing or by email. The Supplier must then, at its own expense and risk, offer another Product for a new Inspection. The agreed delivery date(s) will continue to apply.

5.4 The guarantees given by the Supplier continue to apply, including if the Purchaser approves the Product.

Article 6 Contacts

6.1 The Parties will each designate a contact who will maintain day-to-day contact concerning the performance of the Contract. The Parties will let each other know whom they have designated as a contact.

6.2 The contacts may represent and bind the Parties only in so far as the performance of the Contract is concerned. They are not authorised to amend the Contract.

Article 7 Status of notifications, undertakings or agreements

Notifications, undertakings or agreements that are relevant to the performance of the Contract are binding on the Parties only if they are given/made or confirmed in writing or by email by a person authorised to do so. 'Email' is understood to mean electronic communication:

a. that can be consulted by the addressee,
b. of which the authenticity is sufficiently safeguarded, and
c. that enables the identity of the person giving the notification to be determined with sufficient certainty.

In the case of agreements, it must also be possible to determine the moment when the agreement was made with sufficient certainty.

Article 8 Confidentiality

8.1 The Parties may not divulge anything that comes to their attention in the course of performing the Contract and that they know or may reasonably be assumed to know is confidential, unless they are obliged to do so by statute, a supervisory authority with a statutory task or a court ruling. If the Parties have agreed an alternative means of dispute resolution, a ruling of a body competent under article 27, paragraph 1 to resolve a dispute will be equated with a court ruling for this purpose.

8.2 The Parties will require their Staff to observe the duty of confidentiality included in paragraph 1.

8.3 The Supplier will cooperate, at the request of the Purchaser, in enabling supervision, by or on behalf of the Purchaser, of the safekeeping and use of confidential information by the Supplier.

8.4 After the Contract has ended the Supplier must at the Purchaser's first request make available as soon as possible to the Purchaser information that the Supplier has in its possession in connection with the performance of the Contract. This does not apply to information that the Supplier is required to have in its possession on the basis of legislation.

8.5 The Purchaser may stipulate in the Contract that breach of the duty of confidentiality will incur a penalty. The penalty is immediately payable. The Purchaser is entitled, in addition to the penalty, to compensation for the damage caused by the breach.

Article 9 Processing of data

9.1 Without prejudice to the provisions of this article, the Supplier will use the data provided by the Purchaser and the data generated on the basis thereof on the instructions of the Purchaser exclusively for the performance of the Contract and in so far as this use is necessary and proportionate in relation to this Contract, unless statutory rules provide otherwise.

9.2 If the Supplier processes personal data for the Purchaser in the context of the performance of the Contract, the Supplier will comply with the applicable legislation on the protection of personal data. The Supplier will process personal data only for and on the basis of written instructions from the Purchaser, unless statutory rules provide otherwise.

9.3 The Parties will regulate the processing of personal data by the Supplier for the Purchaser by means of an agreement.

9.4 The parties will involve each other in a timely manner in putting forward a defence against claims from third parties in connection with the processing of personal data in the context of the performance of this Contract.

Article 10 Prices

The price for the Product is fixed and includes the costs of transport, taxes, import duties, other levies, insurance, packaging costs, disposal costs and any assembly or installation costs, unless agreed otherwise.

Article 11 Invoicing

11.1 The Supplier will invoice the Purchaser for the Product at the agreed price. Invoicing by the Supplier will be electronic only. The Supplier will submit an e-invoice in the manner prescribed in the Contract and in accordance with the specifications issued by the Purchaser so that the Purchaser can receive and process it electronically.

11.2 An invoice that does not fulfil all the requirements or does not include all the relevant information does not need to be paid by the Purchaser. In that case the start of the payment period referred to in article 12 is not triggered. The Purchaser will ask the Supplier for a new invoice that does fulfil the requirements and include all relevant information.

Article 12 Payment and invoice audits

12.1 The Purchaser will pay the invoice for the Product within 30 calendar days after the day of receiving the invoice, provided that the Product and the invoice comply with the Contract.

12.2 If the Purchaser does not pay an invoice within 30 calendar days of receipt without valid reason, the Purchaser will automatically be liable to pay:

a. compensation as referred to in article 6:96, paragraph 4 of the Civil Code and

b. the statutory interest as referred to in article 6:119b, paragraph 1 of the Civil Code.

The Supplier will submit separate invoices for the compensation and the interest payment.

12.3 The Purchaser can have the accuracy and completeness of an invoice audited by an accountant as referred to in article 2:393, paragraph 1 of the Civil Code designated by the Purchaser. The Supplier will allow the accountant to inspect its books and documents and will supply the accountant with any data and information asked for by the accountant. This audit will be confidential and will not go beyond what is necessary to audit the invoice. The Purchaser will bear the costs of the audit unless the findings of the audit show that the invoice is not accurate or complete. In that case the Supplier will reimburse the costs of the accountant.

12.4 While the audit is being conducted, the Purchaser may suspend payment of an invoice or a portion thereof about which the Parties disagree. The Purchaser will only do so if the Purchaser has reasonable doubt concerning the accuracy or completeness of the invoice in question.

12.5 If the Purchaser:

a. does not pay an invoice within the payment period or

b. does not pay an invoice (or does not pay in full) because it considers that the invoice is inaccurate or incomplete or the Product does not comply with the Contract,

the Supplier will not suspend the Delivery and will not terminate the Contract.

12.6 The guarantees given by the Supplier continue to apply, including if the Purchaser pays an invoice.

12.7 The Purchaser is authorised to offset invoice amounts owed against amounts that the Supplier owes the Purchaser.

Article 13 Advance

13.1 If it has been agreed that the Purchaser, for the performance of the Contract, will pay an advance prior to the Delivery, the Purchaser may require the Supplier to arrange for an on-demand bank guarantee to the value of the advance to be issued to the Purchaser before the payment(s) is/are made. The costs of the bank guarantee will be borne by the Supplier.

13.2 The on-demand bank guarantee will be issued in accordance with the Central Government Financial Management Order using the model enclosed with the Contract. After the Contract has been performed, the document recording the bank guarantee will be returned to the Supplier.

Article 14 Defect or non-conformity

14.1 Within 30 calendar days after discovering a defect or non-conformity, the Purchaser must notify the Supplier accordingly in writing or by email. In that case the Purchaser may demand that the Supplier repairs or replaces the Product within a certain period. The Supplier will bear the associated costs.

14.2 If the Supplier does not comply with paragraph 1, the Purchaser may, without prior recourse to the courts, choose between:

a. replacement or repair of the Product by a third party at the Supplier’s expense;

b. return of the Product at the Supplier’s expense and risk and cancellation of the Contract as provided for in article 17 and crediting of the amount that has already been paid for the Product.

14.3 The provisions of paragraphs 1 and 2 have no effect on other rights and claims of the Purchaser. These other rights and claims may be exercised as an alternative to or in addition to the rights and claims under paragraph 2.

Article 15 Liability

15.1 If a Party fails to fulfil its obligation(s) under the Contract, the other Party may give notice of default to the breaching Party in writing or by email. Notice of default is not necessary if the breaching Party is already in default on a different statutory basis. The notice of default will state a reasonable deadline by which the breaching Party must fulfil its obligations. This is a vital deadline. This means that the breaching Party is immediately in default if this Party fails to fulfil its obligations by this deadline.

15.2 Unless the Parties have agreed otherwise, a Party that imputably fails to fulfil its obligations is liable to the other Party for any damage that the other Party has suffered or will suffer, that liability being limited to a maximum of four times the contract value per event and six times the contract value for each year or part of a year that the Contract has been in force, up to a maximum of €3,000,000 per event and €5,000,000 for each year or part of a year in which the Contract has been in force. Related events will be treated as a single event for these purposes.

15.3 The limitation of liability referred to in paragraph 2 will not apply:

a. in the event of claims for compensation as a result of death or injury;

b. in the event of intent or gross negligence on the part of the Party failing to fulfil its obligations or on the part of its Staff;

c. in the event of claims for compensation due to an infringement of legislation on the protection of personal data or actions contrary to the lawful instructions of the data controller. Damage includes fines imposed by the supervisory authority.

Article 16 Force majeure

16.1 A failure in the performance of the Contract which is not attributable to the fault of a Party and which is not for the account of that Party according to the law, a juristic act or generally accepted standards constitutes force majeure.

16.2 The term force majeure on the part of the Supplier is in any event deemed not to include staff shortages, strikes, Staff illness, late delivery or unsuitability of goods required by the Supplier, liquidity or solvency problems on the part of the Supplier, or shortcomings of the Supplier's Staff.

16.3 If the Supplier can claim some benefit in connection with a situation of force majeure that the Supplier would not have had in the event of proper performance, the Supplier will pay compensation for the damage suffered by the Purchaser as a consequence of that failure up to a maximum of the value of that benefit. The provisions of article 15, paragraph 2 apply in this connection.

Article 17 Cancellation

17.1 Either Party may cancel the Contract in full or in part in writing or by email without recourse to the courts in the event of a failure on the part of the other Party unless the failure, in view of its special nature or limited significance, does not warrant cancellation and the consequences thereof. In so far as performance is not permanently or temporarily impossible, the Contract can be cancelled only once the party obliged to render performance is in default.

17.2 In the event of force majeure on the part of one of the Parties as referred to in article 16, the other Party may not cancel the Contract until a period of 15 Working Days has elapsed, beginning on the date on which the circumstance causing the force majeure arose.

17.3 The Purchaser may cancel the Contract in writing or by email with immediate effect without recourse to the courts, without being required to send any prior demand or notice of default and without being required to pay compensation if:

a. the Supplier applies for or is granted a provisional or definitive suspension of payments,
b. the Supplier files for bankruptcy or is declared bankrupt,
c. the Supplier's business is dissolved, the Supplier's business ceases trading, or the control of the Supplier's business operations undergoes a major change, including a merger or a demerger,
d. a substantial proportion of the Supplier's assets are seized, or
e. the Supplier is deemed on account of other circumstances to be no longer capable of fulfilling its obligations under the Contract, or
f. during the term of the Contract mandatory grounds for exclusion or, in so far as they have been declared applicable in the tender documents, optional grounds for exclusion arise within the meaning of the public procurement legislation.

Article 18 Retention of right to demand performance

If a Party omits to demand the performance of a provision of the Contract within a time limit set by the Contract, that Party retains the right to demand performance at a later date, unless that Party has expressly agreed to the non-performance in writing or by email.

Article 19 Documentation

19.1 The Supplier will provide the Purchaser with clear and adequate Documentation. The Documentation will be drawn up in Dutch, unless the Parties agree otherwise.
19.2 The Purchaser is permitted, free of charge, to reproduce and amend the Documentation for use within the Purchaser's organisation.
19.3 The Supplier indemnifies the Purchaser against claims from third parties in connection with the Documentation.

Article 20 Assignment of rights and obligations under the Contract

20.1 The Parties may not assign rights and obligations arising from the Contract to third parties unless the other Party has given its prior consent in writing or by email. Consent will not be withheld without reasonable grounds. The Parties may attach conditions to such consent.
20.2 Paragraph 1 does not apply to the establishment of limited rights such as the right of pledge.

Article 21 Insurance

21.1 The Supplier has taken out and will retain adequate and customary insurance cover in accordance with generally accepted standards.
21.2 At the Purchaser's request the Supplier will, as soon as possible, provide a statement from the insurer in which the insurer specifies what insurance has been taken out and declares that the premiums have been paid.

Article 22 Bribery and conflicts of interest

22.1 The Parties will not offer each other or third parties any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. If this is found to have occurred, the other Party may cancel the Contract in full or in part in writing or by email with immediate effect, without notice of default, without recourse to the courts and without being required to pay any compensation.
22.2 If it is found that a member of the Purchaser's Staff holds a position with the Supplier, regardless of whether or not such a position is remunerated, or held a position with the Supplier when the tender procedure was conducted or when negotiations took place on the formation of the Contract, without the Purchaser having been informed of this by the Supplier prior to the conclusion of the Contract, the Purchaser may cancel the Contract in full or in part in writing or by email with immediate effect, without notice of default, without recourse to the courts and without being required to pay any compensation.

Article 23 Void and set-aside provisions

If one or more provisions of the Purchasing Conditions or the Contract are found to be void or are set aside by a court, the remaining provisions of the Purchasing Conditions or the Contract will retain their legal force. The Parties will consult on the void or set-aside provision(s) in order to make an alternative arrangement. The alternative arrangement must not undermine the purpose and the purport of the Purchasing Conditions or the Contract.

Article 24 Follow-up order

The Supplier cannot derive any right whatsoever to obtain follow-up orders from the Contract.

Article 25 Publicity

The Supplier requires the Purchaser’s prior consent given in writing or by email for publications, press releases, advertisements or other public communications regarding the Contract and for the use of the Purchaser’s name or logo.

Article 26 Long-term provisions

Provisions which by their nature are intended to persist after the Contract has expired will remain in force after the expiry of the Contract. This applies in any event to the provisions on guarantee (article 4), confidentiality (article 8), defect or non-conformity (article 14), liability (article 15), documentation (article 19), and disputes and applicable law (article 27).

Article 27 Disputes and applicable law

27.1 Any dispute between the Parties in connection with the Contract will be submitted only to the competent court in the district of The Hague, unless the Parties agree on an alternative means of dispute resolution at that time.

27.2 The Contract is governed exclusively by Dutch law. The applicability of the provisions of the United Nations Convention on Contracts for the Sale of Goods (the ‘Vienna Sale Convention’) is excluded.