

A. General

These General Terms and Conditions of Purchase apply to procurement by Stichting Energieonderzoek Centrum Nederland (ECN) and to the provision by the Supplier of 'Services' (Part B), 'Software' (Part C), 'Cloud and hosting services' (Part D) or 'Things' (Part E) (together: Goods and Services). The following documents may also apply to the Goods and Services:

- Processor Agreement
- Supply Agreement
- Appendices to the Supply Agreement
- Purchase Order
- Offer.

The above documents and these General Terms and Conditions of Purchase together form the Agreement.

In the event of any conflict between the Processor Agreement and these General Terms and Conditions of Purchase, the Processor Agreement will prevail. If another document differs from the General Terms and Conditions of Purchase, that document will only prevail if it makes specific reference to the article in the General Terms and Conditions of Purchase from which it differs.

1. Miscellaneous

- 1.1 The Goods and Services are not subject to any terms and conditions between ECN and the Supplier other than these General Terms and Conditions of Purchase, even if reference is made to other terms and conditions in the Offer or other documents.
- 1.2 If the Supplier has reasons to assume that he cannot provide the Goods and Services as agreed, he must inform ECN immediately.
- 1.3 The Agreement is subject to Dutch law. The Vienna Sales Convention does not apply. The Alkmaar District Court has exclusive jurisdiction.

2. Payment

- 2.1 The agreed reimbursements comprise all costs relating to the Goods and Services, excluding VAT. Parties are not permitted to unilaterally adjust the agreed reimbursements.
- 2.2 ECN will pay all undisputed invoices no later than 30 days after the invoice date. If ECN disputes part of an invoice, the Supplier must issue two separate invoices: one for the undisputed sum and the other for the disputed sum. The Supplier is entitled to charge interest of 4% per year on undisputed sums that have not been paid 30 days after the invoice date, on condition that the Supplier informs ECN of the charge in advance.
- 2.3 The Supplier must pay to the relevant authorities all taxes and premiums required under current fiscal and labour legislation. If the Supplier hires subcontractors, he must ensure that they do the same. The Supplier indemnifies ECN against all claims made by third parties as a result of the failure of the Supplier or a subcontractor to pay taxes and premiums owed.

3. General rules

- 3.1 The Supplier must:
 - comply with all legislation and regulations relating to the Goods and Services and to his business activities;
 - fulfil all obligations arising from relevant fiscal and social-security legislation that applies to his employees or the employees of his subcontractors, including the Placement of Personnel by Intermediaries Act (*Wet Allocatie Arbeidskrachten door Intermediairs*, or WAADI) and the Employment of Foreigners Act (*Wet Arbeid Vreemdelingen*);
 - comply with all regulations and instructions issued by ECN, including the '*Voorschriften voor Opdrachtnemers*' (regulations for contractors);
 - inform ECN immediately in the event of: (i) incidents of a criminal nature, (ii) conflict of interests or corruption, (iii) incidents that could pose a serious threat to the integrity of the business activities, and (iv) all other incidents that could have serious consequences for ECN. ECN has the right to investigate reported incidents, and the Supplier must cooperate fully in such investigations. In relation to an investigation, ECN is entitled to require the Supplier to take measures to limit the consequences of the incident and prevent further incidents;
 - have all the licences and permits that are required for the Goods and Services and his business activities;
 - be able to clearly set out his sustainability policy and his policy for corporate social responsibility;
 - not damage, in any way, the reputation or integrity of ECN.

4. Privacy

- 4.1 If details about a natural person (personal data) are processed pursuant to the Agreement, the Supplier is the processor and ECN is responsible for the personal data.
- 4.2 The Supplier will process those personal data only to the extent and in the manner that is required for the provision of Goods and Services, the execution of the Agreement, or compliance with current legislation and regulations or instructions issued by ECN.
- 4.3 The Supplier must treat all personal data as confidential and deal with them in accordance with Article 6 of the General Terms and Conditions of Purchase.
- 4.4 The Supplier must not disclose any personal data to processors in other countries, unless: (i) this involves Member States of the European Union, (ii) this involves countries that, in the view of the European Commission, offer sufficient protection for personal data at that time, provided that the Supplier provides sufficient information about the disclosure in advance, or (iii) the prior written permission of ECN has been obtained. In the case of disclosure of personal data to a country outside the European Union, the Supplier will, at the request of ECN, conclude an agreement containing the standard contractual provisions that are valid at that time and have been approved by the European Commission, or will conclude another agreement that allows the disclosure of the personal data to processors outside the European Union and complies with the relevant legislation and regulations for the processing of personal data. If the data is disclosed by a subcontractor of the Supplier, the Supplier must ensure that the subcontractor concludes such an agreement with ECN.
- 4.5 The Supplier must take all the required technical and organisational measures to protect the personal data from destruction, loss, unlawful disclosure or other forms of unlawful processing.
- 4.6 The Supplier must inform ECN immediately in the event of an infringement of the measures referred to in Article 4.5, in the event of a data leak, or in the event that personal data have been leaked, lost or damaged or have become unusable. At the request of ECN, the Supplier will immediately allow ECN to examine the personal data. The Supplier must inform ECN immediately if he receives a request to inspect personal data, or a complaint regarding the processing of such data, from a third party (including the party to whom the personal data relate). ECN has the right to terminate the Agreement with immediate effect, and will not be liable to pay damages, in the event that the Supplier does not fulfil his obligations relating to the processing of personal data.

5. Intellectual property rights

- 5.1 During the term of the Agreement, both parties are entitled to develop or obtain knowledge, experience, skills and ideas in relation to the Goods and Services that are not protected by intellectual property rights (IPRs). The use of the knowledge, experience, skills and ideas is permitted insofar as this does not lead to the disclosure of confidential information or to the unauthorised use of IPRs of the other party or a third party.
- 5.2 IPRs that already exist on the date of the Agreement will not be transferred to the other party. The transfer of IPRs referred to in Article 5.3 does not apply to these pre-existing IPRs.
- 5.3 IPRs relating to Goods and Services developed specifically for ECN are the property of ECN and are hereby transferred to ECN to the extent necessary. If the transfer of these IPRs requires additional processes, the Supplier will assist ECN as required. ECN will reimburse reasonable costs relating to these additional processes and to the assistance provided by the Supplier.
- 5.4 The Supplier guarantees that the Goods and Services and the results of the Goods and Services will not infringe the IPRs of others. The Supplier indemnifies ECN against all claims made by third parties with regard to alleged infringement of the IPRs of third parties. In the event of a claim arising from infringement, the Supplier will inform ECN immediately. At the request of the Supplier, ECN may transfer the defence against the claim to the Supplier. The Supplier is not permitted to issue an acknowledgement or other statement regarding liability, to reach a settlement, or conclude another agreement without the prior written permission of ECN.
- 5.5 In the event of a claim arising from infringement, the Supplier will, at the discretion of ECN and at the expense of the Supplier: (i) obtain the right to continue using the allegedly infringing Goods and Services, (ii) modify the allegedly infringing Goods and Services or replace them with a similar functionality that does not cause infringement, or (iii) reimburse all payments made for the allegedly infringing Goods and Services, including any reasonable costs for replacing the allegedly infringing Goods and Services.

6. Confidentiality

- 6.1 Confidential information means all information relating to the company, structures, systems, activities, employees, clients, potential clients, know-how, trade secrets and information disclosed by third parties on a confidential basis, and all other information that a reasonable person knows or could reasonably be expected to know is confidential.
- 6.2 Each party will: (i) only use the confidential information for the purpose for which it was disclosed, (ii) prevent the disclosure of confidential information to third parties, and (iii) restrict the distribution of confidential information to persons who require it for the purpose of the Agreement.
- 6.3 The obligations in this article do not apply if the confidential information: (i) has been disclosed without violating the obligation of secrecy, (ii) can be shown to have been known to the recipient before the recipient was first granted access to the confidential information, and (iii) can be shown to have been developed independently by the recipient.
- 6.4 Parties are permitted to disclose confidential information if requested to do so by a competent court or a regulatory body. Disclosure pursuant to this article is permitted only if the following requirements are met: (i) as many measures as possible have been taken to provide reasonable protection for the interests of the owner of the confidential information, and (ii) the disclosing party informs the owner of the confidential information before the information is disclosed, so that the owner has sufficient time to take appropriate legal measures to prevent disclosure, and (iii) the recipient will inform the court or body concerned that the confidential information is subject to an obligation of confidentiality under the Agreement. Parties are also permitted to disclose confidential information insofar as disclosure is necessary, within reason, in order to fulfil the obligation of a party to disclose share-price-sensitive information to its investors on the advice of a renowned law firm or the internal legal department, and as far as possible after consultation with the other party.
- 6.5 ECN may provide a copy of the Agreement to a third party in the event of the sale of a business unit or the outsourcing of services or the preparation thereof.
- 6.6 The obligations in this article apply for an indefinite period, and will also apply after the Agreement has ended.

7. Publicity

- 7.1 The supplier is not permitted to mention ECN as a customer or use ECN trademarks in any other way.

8. Auditing

- 8.1 In relation to the Goods and Services, ECN is entitled to have audits conducted by its internal audit department or by an external auditor. The Supplier must cooperate in these audits. If reasonably possible, audits will be announced in advance.
- 8.2 The Supplier acknowledges the right of regulatory bodies to conduct audits at the Supplier with regard to the Goods and Services. The Supplier must inform ECN immediately in the event of such an audit, unless this is not permitted. The Supplier must immediately follow the instructions issued by such regulatory bodies to the Supplier or to ECN.
- 8.3 The Supplier must keep administrative records relating to the Goods and Services for a period of seven years after the end of the Agreement.

9. Right of use

- 9.1 ECN is also entitled to use the Goods and Services in other divisions of the ECN group, and to allow them to access and use the Goods and Services.
- 9.2 ECN is also entitled to use the Goods and Service for its other service providers, insofar as this is necessary for delivering their services to ECN. This is permitted on condition that ECN and the service provider make arrangements regarding confidentiality and IPR protection that are comparable to the arrangements in this Agreement.
- 9.3 ECN is entitled to grant the Supplier access to the software of other service providers if this is necessary in relation to the Goods and Services. In such cases, the Supplier guarantees that he will fulfil all the obligations about which ECN has informed him with regard to access to the software.
- 9.4 If a business unit of ECN is transferred to a third party (sold entity), ECN is entitled to continue to allow the sold entity to access and use the Goods and Services, or the Supplier will continue to deliver the Goods and Services to the sold entity as if the sold entity is part of the ECN group. This applies for a maximum period of 36 months with effect from the date on which the transfer of the sold entity is completed or until the Agreement ends.

10. Subcontracting

- 10.1 The Supplier will not allow a subcontractor to deliver part or all of the Goods and Services without the prior written permission of ECN.
- 10.2 The Supplier is responsible and liable for the acts and omissions of all subcontractors involved in the provision of the Goods and Services.
- 10.3 The Supplier must ensure that each subcontractor fulfils all the Supplier's obligations arising from the Agreement.

11. Liability

- 11.1 The liability of a party is limited to € 2,500,000 per year. This restriction of liability does not apply to a party if the party is in breach of the articles relating to Privacy (Part A., Article 4), IPRs (Part A., Article 5) or Confidentiality (Part A., Article 6), or in the case of intent or gross negligence on the part of that party or its administrators or employees.
- 11.2 If the Supplier is required to pay a penalty to ECN (including a penalty relating to a service level agreement), this will not affect the other rights of ECN, including rights relating to compliance, payment of damages, and termination of the Agreement. If the Supplier is required to pay a penalty, ECN does not have the right to compensation for losses or damage unless the losses or damage are higher than the penalty.
- 11.3 The Supplier must take out adequate insurance with comprehensive cover with a renowned insurance company in order to cover damage/losses for which the Supplier is liable under this Agreement, including physical injury, damage to items, and professional liability.

12. Transfer

- 12.1 The rights attaching to this Agreement are not transferable and cannot be encumbered without the prior written approval of ECN. The Supplier will inform ECN immediately in the event of a merger, takeover, acquisition or a legal or de facto division that affects the Supplier, and the parties will negotiate all the necessary amendments to the Agreement in good faith. If the parties fail to agree on the amendments within a period of three months after the negotiations commence, ECN has the right to terminate the Agreement with immediate effect.
- 12.2 ECN is entitled to transfer some or all of its rights and obligations under the Agreement: (i) to a division of the ECN group, (ii) to a third party that is taking over a business activity for which the Goods and Services are provided, and (iii) in the context of outsourcing. ECN will inform the Supplier as soon as possible in the event of such a transfer.

13. Termination

- 13.1 ECN has the right to cancel all or part of the Agreement in writing, subject to a period of notice of 60 days.
- 13.2 Each party has the right to dissolve all or part of the Agreement in writing with immediate effect if:
 - the other party is declared bankrupt or deferment of payment is granted;
 - the other party fails to fulfil its obligations under the Agreement for a period of more than 30 days, due to force majeure;
 - the other party fails to fulfil its obligations arising from the Agreement. The other party will have the opportunity to rectify the failure within a reasonable period of up to 30 days after receiving written notification from the other party in which fulfilment of the obligations is demanded. This does not apply if it is no longer possible to fulfil the obligations.
- 13.3 In addition, ECN is entitled to terminate part or all of the Agreement in writing, with immediate effect, if the Supplier damages the reputation or integrity of ECN.
- 13.4 Payment arrears of 90 days or less do not constitute grounds for dissolving the Agreement.

14. Articles that will continue to apply after the end of the Agreement

- 14.1 All articles that are intended to remain in force after the Agreement ends, including Privacy (part A., Article 4), IPRs (Part A., Articles 5.4 and 5.5), Confidentiality (Part A., Article 6), Liability (Part A., Article 11), Transition (Part A., Article 15), Licence (Part C., Article 2) and Escrow (Part C., Article 6), will continue to apply when the Agreement ends.

15. Transition

- 15.1 At the first request of ECN, the Supplier will cooperate fully to ensure the smooth transition of the Goods and Services to ECN or another service provider designated by ECN. To this end, the parties will agree on a reasonable exit regime and give each other every possible assistance. The exit regime must provide for the full continuity of ECN's activities and prevent any impact on ECN's clients. During the transition period, the activities of the Supplier and the new service provider may overlap. If the transition is not completed before the Agreement expires or is terminated, the Supplier must continue to actively assist with the transition and continue providing the Goods and Services for an additional period of up to 60 days. During this period, the Goods and Services will remain subject to the Agreement.

B. Services

If services are provided, this section (Part B. Services) applies in addition to Part A. General.

1. Services at ECN locations and access to ECN systems

The Supplier will ensure that his employees can provide proof of identity when working at an ECN location, and that they:

- are recognisable as the Supplier's employees;
- comply with regulations and provisions pursuant to Article 3, Part A. General;
- follow reasonable instructions given by ECN staff;
- sign the confidentiality agreements and other agreements required by ECN.

2. Investigation of employees

- 2.1 The Supplier will screen the work experience and references of its employees before it deploys them to provide services at an ECN location, or before the employees gain access to the systems or networks of ECN. This screening must comply with ECN requirements at the very least.
- 2.2 The Supplier will fully inform his employees about the screening and ensure that they understand the legitimate reason for it. The Supplier will ensure that his employees cooperate with the screening and provide the relevant information to ECN.

3. Replacing employees

- 3.1 At the request of ECN, the Supplier will replace an employee if this is necessary in ECN's reasonable judgement. In the event of replacement, the Supplier will ensure that the new employee has at least the same skills, experience, knowledge, qualifications and references that the previous employee was expected to have. Any costs involved in training the new employee are payable by the Supplier.

C. Software

If software is supplied, this part (Part C. Software) applies in addition to Part A. General and Part B. Services.

1. Definitions

Software: Software as described in the Agreement, including the accompanying documentation, new versions and releases, updates, modifications and corrections.

Pre-existing material: Software belonging to the Supplier or a third party that was developed independently of the Agreement and is part of the Software.

Release: A new version of the Software that extends the existing functionality, resolves faults from previous versions and adds patches and bug fixes, without adding substantial new functionality or substantially altering the structure of the Software.

Version: A new version of the software that adds substantial new functionality or substantially changes the structure of the software.

2. Licence

- 2.1 The Supplier hereby grants ECN an irrevocable, perpetual worldwide licence for the use of the Software. 'Perpetual' means that the licence will remain valid when the Agreement ends or is terminated.
- 2.2 ECN is entitled to use the Software in separate systems for each of the following purposes: (i) acceptance, (ii) development, (iii) testing, (iv) continuity of business processes, (v) back-ups, and (vi) recovery in the event of emergencies (including hot stand-by).
- 2.3 ECN is entitled to use the source code of the Software without restriction, unless a restriction is specified in the Agreement.
- 2.4 ECN is only entitled to copy, disassemble or decompile the Software if this is necessary for interoperability with other independently developed software, or if it becomes apparent that the Supplier will not provide the required support or maintenance.
- 2.5 ECN is entitled to make an unlimited number of copies of the Software for distribution within ECN.

3. Auditing

- 3.1 If the Supplier demonstrates that it may be reasonably assumed that ECN is not using the Software in accordance with the Agreement, ECN will conduct an audit itself. If the Supplier demonstrates that ECN has not conducted the audit with reasonable expertise and care, the Supplier has the right to have an audit carried out at ECN by an external EDP auditor. ECN will cooperate fully in audits conducted by an EDP auditor, on condition that the EDP auditor, ECN and the Supplier have agreed in advance to the scope and other details of the audit. If the audit shows that ECN does not have sufficient licences, ECN must limit the use of the Software to the number of licences it has, or purchase sufficient additional licences to cover the use. The prices of additional licences are the prices stated in the Agreement.

4. Acceptance

- 4.1 ECN is entitled to conduct an acceptance test on the Software in order to assess whether it meets the specifications and requirements stated in the Agreement, is free of defects, and is suitable for the intended purpose.
- 4.2 The Software is deemed to be accepted when ECN confirms acceptance in writing or when ECN has used the Software in a production environment for longer than one week without disruptions or defects occurring.
- 4.3 If the Supplier delivers the Software in parts or if a system consists of various components, ECN is entitled, in addition to interim acceptance of the individual parts or components, to conduct an acceptance test on the whole system as soon as it is available.
- 4.4 If ECN rejects the Software, the Supplier will, at the discretion of ECN: (i) repair the defects free of charge within a reasonable period of 30 days after receiving notification of the rejection, or (ii) reimburse the payments made by ECN for the Software. This applies in addition to all other rights and means of redress that ECN has pursuant to the Agreement. ECN is entitled to repeat the acceptance test when it receives the repaired version of the Software.

5. Maintenance and support

- 5.1 The Supplier will ensure that the Software remains compatible with releases of the operating system on which the Software is installed and which, according to the provider of the platform, are upward compatible. The Supplier will also ensure that the software is compatible with the operating system of a new platform that replaces the original platform. Apart from this, new Versions or Releases must not have a negative effect on the functionality of the Software or platform or on the correct and reliable performance of the Software or platform.
- 5.2 Maintenance and support must not affect the availability of the Software. If it is not reasonably possible to prevent a situation in which, due to maintenance and support, ECN is temporarily unable to use the Software, the Supplier must seek permission from ECN in advance and ensure that the consequences of this for ECN's business activities are kept to a minimum.

6. Escrow

- 6.1 At the request of ECN, the Supplier will deposit a copy of the source code of the Software, including the source-code documentation and all technical documentation (Material), with an independent external escrow agent. This must comprise, at the very least, all the details relating to the architecture, structure and programming principles for the Software that are required in order to provide a reasonably experienced and qualified software developer with full understanding of the structure of the Software.
- 6.2 The Supplier will ensure that the deposited version of the software is and remains identical to the software version used by ECN, and that the rest of the Material relates to the software version used by ECN. The Supplier will inform ECN about each deposit.
- 6.3 The Material will be released to ECN immediately if:
 - it becomes evident that the Supplier is not able to provide the maintenance and support as agreed;
 - the Supplier is declared bankrupt;
 - the Supplier ceases his activities without transferring the obligations arising from the Agreement to a third party;
 - the Supplier fails to fulfil his obligations from the Agreement to such an extent that the continued use of the software by ECN is endangered; or
 - the Supplier is taken over by a third party that does not accept the obligations from the Agreement, or only accepts them subject to disadvantageous conditions.
- 6.4 After release, ECN is entitled to improve and maintain the software and develop derived products from it. ECN is also entitled to having these activities carried out by its service providers.

D. Cloud and hosting services

If cloud or hosting services are provided pursuant to this Agreement, this part applies in addition to Part A. General, Part B. Services and Part C. Software.

1. Definitions

ECN data: All data processed in connection with the Services.

Cloud services: The use of an on-demand service model for the provision of IT services, usually on the basis of virtualisation and distributed computer environments, as described in the Agreement.

Hosting services: Shared or dedicated hosting, as described in the Agreement.

Services: Cloud or hosting services.

2. Right of use

- 2.1 All ECN data that are processed by the Supplier as part of the Services are and will remain the property of ECN. The Supplier will treat the ECN data as strictly confidential, in accordance with Articles 4 and 6 of Part A. General of these General Terms and Conditions of Purchase.
- 2.2 For the duration of the Agreement, the Supplier will be granted non-exclusive, non-transferable, worldwide right of use for the ECN data and possibly for software provided to the Supplier by ECN (ECN Software) insofar as this is necessary for the execution of the Agreement.
- 2.3 The Supplier will grant ECN non-exclusive, non-transferable, worldwide right of access to and use of the Services from any location during the term of the Agreement and for a period of 60 days thereafter, if this is necessary for the purpose of migration (within the meaning of Article 4 of this Part D) of the ECN data and the ECN Software. The Supplier will provide ECN with the required access codes.
- 2.4 If the Supplier grants ECN access to content or software of third parties as part of the Services, the Supplier guarantees that he has the permission required from those third parties for this purpose. The indemnification in Articles 5.4 and 5.5 of Part A. General also applies to claims relating to infringements caused by such third-party content or software.

3. Security

- 3.1 The Supplier will ensure that every physical and every virtual location is a secure environment to which only authorised personnel have access. If a connection is created between a service location and: (i) a system or network of ECN, or (ii) the internet, the Supplier will ensure that the connection is secure and that third parties have no access to the service location, a system or network of ECN, or ECN data.
- 3.2 The Supplier will continually take appropriate technical and organisational measures to secure the ECN data and protect them from unauthorised or unlawful processing and unintentional loss, destruction or damage. In addition, the Supplier will keep all ECN data separate from the data of other customers.
- 3.3 The Supplier will ensure that a back-up of all ECN data is made and stored in a secure environment. At the first request of ECN, and when the Agreement ends or is terminated, the Supplier will provide ECN with a copy of this back-up in a format agreed by the parties, so that ECN can read out and process these ECN data in its own systems.

4. Continuity of service provision

- 4.1 The Supplier will take business-continuity measures to prevent reasonably foreseeable incidents that could pose a threat to service provision and to access to the Services. The Supplier will document these business-continuity measures.
- 4.2 The Supplier is fully accountable for every incident for which the Supplier has undertaken to take business-continuity measures. In the event of such incidents, the Supplier will not have the right to invoke force majeure.

5. Availability

- 5.1 The Supplier will enable ECN, at any time and for up to 60 days after the Agreement expires or is terminated, to export ECN data and the ECN Software to, and import them from, the Services. This will be subject to the agreed service levels.
- 5.2 When the Agreement expires or is terminated, the Supplier will provide all the assistance that ECN requires to convert the ECN data and to export and import them in a format agreed by the parties, so that ECN is able to read out and process the data in its own systems.
- 5.3 When ECN has successfully imported the ECN data and ECN Software from the systems that the Supplier uses to provide the Services, and has processed the ECN data and ECN Software in its own systems for one week without errors or disruptions, the Supplier will destroy all ECN data and ECN Software that are still in his possession. This obligation also applies to the back-ups.

6. Notices

- 6.1 The Supplier will inform ECN immediately about all serious disruptions to the service provision and about every serious incident, including data leaks and security breaches.
- 6.2 The Supplier will inform ECN immediately whenever public officers or regulatory bodies request the Supplier to provide ECN data.

E. Things

If Things are to be supplied, this part applies in addition to Part A. General.

1. Definitions

Things: Tangible objects that can be controlled by humans (the definition given in Article 2, Book 3 of the Dutch Civil Code). To clarify: software is not regarded as a Thing.

2. Delivery of Things

- 2.1 The Supplier will deliver Things on a Delivered Duty Paid basis (Incoterms 2010).
- 2.2 After delivery, the Supplier will remove all packaging material at the request of ECN.

3. Inspection of Things

- 3.1 ECN may inspect the Things on delivery, but is not obliged to do so. The Supplier will collect Things that have been rejected as soon as possible. If the Supplier does not do this within a reasonable period of time, ECN is entitled to return the rejected Things and the costs involved are payable by the Supplier.

4. Documentation and instructions

- 4.1 The Supplier will provide the Things together with all the materials, instructions and documentation that ECN requires for the proper use of the Things. If software is built into the Things, the Supplier hereby issues ECN with an irrevocable, transferable, worldwide, perpetual licence for the use of the software.

5. Ownership

- 5.1 Ownership of Things passes to ECN: (a) when the Things are delivered, or (b) on the date on which ECN has paid at least 50% of the price for specific Things. If ownership passes to ECN before delivery, the Supplier remains fully responsible for the Things and ensures that the Things are specified as the property of ECN. This includes ensuring that the Things are properly packaged, stored, secured and insured.

6. Quality

- 6.1 The Supplier must be able to maintain and repair the Things for the duration of their normal life cycle, and in any case for at least two years after the Things have been supplied.
- 6.2 Things are deemed defective if a defect arises within their normal life cycle, with a minimum of five years after the Things have been supplied. This does not apply if the Supplier can show that the defect is due to normal wear and tear or was caused by ECN.