



General Terms and Conditions of Purchase of Goods and Services by Enza Zaden - version July 2024

Article 1. Definitions

GDPR: General Data Protection Regulation, Regulation (EU) 2016/679.

Enza Zaden: the Enza Zaden entity which includes the Contract or which requests and/or accepts the documents referred to in article 2.1.

Conditions of Purchase: these General Terms and Conditions of Purchase of Goods and Services by Enza Zaden.

Goods: both tangible and intangible goods, including computer programs (software, etc.) and accompanying documentation and packaging, including the assembly and/or installation thereof.

Services: all work the Supplier performs on behalf of Enza Zaden.

Supplier: the party which supplies Goods or performs Services for Enza Zaden and/or which has contracted to do so.

International Sanctions: All laws and regulations that apply to the Contract and that relate to international economic or financial sanctions, export controls, antiterrorism or trade embargoes, or other related, similar, or equivalent restrictive measures.

Contract: a contract between Enza Zaden and the Supplier aimed at the supply of Goods and/or the performance of Services, including additions and amendments.

Party or Parties: Enza Zaden and the Supplier.

Personal Data: personal data within the meaning of article 4(1) GDPR.

Confidential Information: means all non-public information - including but not limited to know-how, data, information of a financial, process-/project-related nature, inventions, methods, techniques, and technologies that relate to the business activities of Enza Zaden and that become known to the Supplier prior to, at the time of concluding, or during the performance of the Contract with the Supplier, or which the Supplier learns in any other way.

Article 2. Applicability

1. These Conditions of Purchase apply to all requests, offers, quotations, purchase orders, engagements, and Contracts, including future and follow-ups, regarding the performance of Services or the Supply of Goods to Enza Zaden.
2. If the Contract relates to the performance of professional services as referred to in article 7:750 Dutch Civil Code, then the provisions of the Additional Terms and Conditions of Purchase for Professional Services will apply in addition to the provisions in these general Conditions of Purchase.
3. Enza Zaden expressly rejects the applicability of any general terms and conditions imposed by the Supplier. Enza Zaden is not bound by any provisions in such general or other terms and conditions or any other document that deviates from, or constitutes an addition to, these Conditions of Purchase, unless Enza Zaden accepts such provisions, expressly and in writing, in a given individual case.
4. Amendments and additions to the Contract and/or the Conditions of Purchase will only be binding if they are expressly agreed between the Parties in writing.
5. In the event of any conflict between the provisions of the Contract and those of the Conditions of Purchase, the provisions of the Contract will prevail.
6. If one or more provisions of these Conditions of Purchase are revoked or voided, the other provisions will continue to apply in full. In that case, the parties will enter into negotiations in order to agree new provisions to replace the revoked or voided provisions, with the objective and purport of the original provision(s) being taken into as much consideration as possible.

Article 3. Offer and Formation of the Contract

1. An offer presented by the Supplier is irrevocable for a period of 90 (ninety) days.
2. Quotations will be presented unconditionally and free of charge unless otherwise agreed in writing.
3. A Contract will only be formed if Enza Zaden, represented by a duly authorised person, has issued either a written acceptance of an offer or quotation presented by the Supplier, either by placing a purchase order or otherwise, or has sent a written confirmation of the terms of offer or quotation.

Article 4. Supply of Goods and Performance of Services

1. The Supplier will supply the Goods and/or perform the Services on the agreed date and/or within the agreed term. The Supplier is not entitled to suspend performance of this obligation. The agreed dates and terms are considered absolute deadlines, which means that if the Supplier fails to meet these deadlines, it will automatically be in default without any notice of default being required.
2. Goods will be supplied and/or Services performed at the location designated by Enza Zaden. The Supplier will take timely notice of the nature and type of that location, as well as all other circumstances that may be relevant to the performance of the Contract.
3. When supplying Goods and/or performing Services, the Supplier will follow all reasonable directs and instructions given by Enza Zaden. The Supplier will, at its own expense, ensure that the permissions, certificates and licences required for the performance of the Contract are obtained in due time.
4. Unless the Parties have expressly agreed otherwise, Goods will be supplied DDP (Delivery Duty Paid in accordance with the most recent Incoterms® 2020).
5. The Supplier will package the Goods to be delivered carefully, properly, and in an environmentally friendly manner so that both the Goods and the packaging reach the delivery location undamaged and in good condition.
6. The supply of goods must be accompanied by a packing list that states the order number of Enza Zaden, as well as any item numbers, quantities, and a description of the Goods. The item numbers must be clearly visible on the Goods.
7. The Supplier will retrieve all packaging at its own risk and free of charge upon Enza Zaden's first request.
8. Partial delivery is only permitted if the Parties agree to same in advance.
9. If there is a deviation in the quantities to be supplied according to the Contract, or if a partial delivery is made, Enza Zaden may reject the relevant supplies and return them to the Supplier at the latter's risk and expense.
10. The user manuals and product information that pertain to the Goods, as well as any quality seals or certificates, will be provided to and transferred to the ownership of Enza Zaden free of any extra costs.
11. If the Supplier engages third parties in connection with the manufacture or supply of Goods or the performance of Services, the Supplier will at all times remain liable to Enza Zaden for the proper and timely performance of the Contract. The engagement of third parties for the performance of Services will require the prior written consent of Enza Zaden. Terms and conditions may be attached to such consent.

Article 5. Quality and Inspection

1. The Supplier warrants that:
 - Services will be performed by expert and representative employees and/or other agents (third parties) in accordance with the requirements of sound and proper craftsmanship, with such persons possessing any necessary training, certificates, and/or certifications;
 - the Goods (including packaging) will be supplied and the Services performed with due observance of all applicable laws and regulations, the terms and conditions and specifications stipulated in the Contract, and any samples, models, and drawings approved by Enza Zaden, as well as in accordance with everything Enza Zaden is entitled to expect;
 - the Goods will be supplied and the Services performed with due observance of the house, company, and safety rules that apply at Enza Zaden; the Supplier hereby affirms that it has taken timely and advance cognisance of same, and that it commits to adhere to same, as well as to ensure that the employees and/or other agents (third parties) it engages to perform the Contract will do the same;
 - the Goods will be new and of good quality, free of damage and defects in design, construction, dimensions, and manufacture and will be suitable for the purpose for which they are intended;



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- spare parts will be available for the Goods for a period of at least ten years after the Goods are supplied.
- 2. Enza Zaden will be entitled to inspect the Goods and Services. Depending on the nature of the Services to be supplied or the Goods to be delivered, the Supplier will afford Enza Zaden the opportunity to (i) inspect the provision of services (or cause said inspection) during or after the provision or (ii) inspect the Goods (or cause said inspection) during the manufacture, processing, and storage of the Goods or after the Goods are delivered. The Supplier will permit access to the locations where the Goods are manufactured or stored and/or the Services performed, and will cooperate with all desired inspections, checks, and tests.
- 3. If, in Enza Zaden's reasonable opinion, the Goods or Services do not conform to the warranty laid down in paragraph 1 of this article, Enza Zaden will be entitled to:
 - a) reject the relevant Goods and/or Services and return them to the Supplier at the latter's risk and expense, after which Enza Zaden will be entitled to have the Goods replaced and delivered within the stipulated delivery term at no extra cost;
 - b) retain and use the Goods and the result of the Services, subject to a fair reduction of the purchase price;
 - c) in urgent cases, to repair, restore, or arrange for the supply of Goods itself, or to have the Services rectified or performed by third parties at the Supplier's expense.

The Supplier will also bear all the risk and expense associated with disassembly, transport, and reassembly.
None of this will prejudice Enza Zaden's rights of claim pursuant to the Contract, these Conditions of Purchase and/or the law; Enza Zaden will remain entitled to pursue such claims in full.
- 4. Regardless of whether Enza Zaden avails itself of its right to inspection pursuant to the previous paragraph of this article, the Supplier itself will remain fully responsible for the proper performance of the Contract.

Article 6 Transfer of Title and Risk

1. The title and risk associated with the Goods will transfer from the Supplier to Enza Zaden upon delivery to Enza Zaden at the agreed location. The delivery will be completed by a representative of Enza Zaden signing for receipt. Signing for receipt will *not* constitute Enza Zaden's acceptance of the properties, quality and/or quality of the Goods delivered.
2. The Supplier guarantees that Enza Zaden will receive unencumbered title to the Goods upon delivery. Upon delivery, the Supplier will relinquish all rights and powers it may have to the Goods supplied to Enza Zaden. Unless expressly agreed otherwise, the Supplier will not reserve any rights in relation to the Goods.
3. Enza Zaden may at all times process and/or sell the Goods supplied, to the extent such falls within the scope of the normal operation of its business.

Article 7 Prices, Invoicing, and Payment

1. All prices are fixed and are exclusive of VAT. The prices include all ancillary costs, charges, and taxes. Extra costs that are not stipulated in the Contract will not be paid.
2. The Supplier must address the invoice to Enza Zaden as stated in the purchase order and at least the following must be stated on the invoice:
 - invoice date, name, address, post code, city/or town, IBAN, VAT registration number, Chamber of Commerce- number;
 - the invoice address;
 - the purchase order number and, to the extent applicable, the number of the contract and/or framework agreement.
3. If invoicing is based on subsequent calculation, the Supplier will enclose itemised time sheets that have been approved and signed by Enza Zaden.
4. Unless agreed otherwise, invoicing will be done after the Goods have been delivered and accepted and/or after the Services have been performed.
5. Enza Zaden will pay invoices which satisfy the terms and conditions laid down in this article 7 within 30 (thirty) days after the invoice date.
6. Enza Zaden will be entitled to suspend payment of an invoice in whole or in part if, in Enza Zaden's reasonable opinion, the Supplier has failed to perform the Contract. If Enza Zaden takes the position that the Supplier has failed to perform the Contract in a way that justifies the suspension referred to in the previous paragraph, it will notify the Supplier of that fact in writing (which includes e-mail communication), including a description of the failure to perform.
7. In that case, Enza Zaden may reduce the invoice amount to be paid and/or set off the invoice amount against amounts which the Supplier may owe to Enza Zaden for any reason.
8. Enza Zaden's payment of the invoice will in no way constitute a waiver of any right.
9. The Supplier will not assign or pledge its claims against Enza Zaden to any third parties. This prohibition has an effect under the law of obligations as well as under property law.
10. Enza Zaden is entitled to require the Supplier to provide an irrevocable bank guarantee, issued by a banking institution that is acceptable to Enza Zaden, or to provide a parent company guarantee, as security for the obligations ensuing from the Contract.

Article 8. Changes and Contract Variances

1. Enza Zaden is entitled to require reasonable changes in the quantities and/or capacities of the Goods and/or Services.
2. If, in the Supplier's opinion, a change will impact the agreed price and/or delivery deadline, it will be obliged, before implementing the change, to notify Enza Zaden of this in writing as soon as possible, but in any case by no later than five (5) business days after the requested change was communicated. If Enza Zaden considers that this impact on the price and/or delivery time to be unreasonable, the Parties will enter into negotiations about this.
3. If the Supplier's opinion is that the performance will require contract variances, it will be obliged to notify Enza Zaden of this in writing as soon as possible.
4. Contract variances will only be invoiced if a duly authorised person within Enza Zaden issues an advance written engagement letter and places a purchase order (or additional purchase order) for same.

Article 9. Liability

1. The Supplier is liable for all direct or indirect harm or loss that Enza Zaden incurs as a result of a failure to perform, a failure to render timely performance and/or rendering of an improper performance of the Contract and/or a failure to perform any other contractual or non-contractual obligation and such failure is attributable to the Supplier, its employees, and/or third parties engaged by the Supplier. The Supplier indemnifies Enza Zaden against all claims and liabilities to third parties, including any fines or penalties that may be imposed.
2. Throughout the term of the Contract the Supplier will ensure, at its own expense, that it is insured and remains insured in respect of normal business risks and liability. The Supplier's business liability insurance must provide cover of at least EUR 2.5 million per event and its professional liability insurance must provide cover of at least EUR 1 million per event. The Supplier will furnish proof of such insurance cover and payment of premiums at Enza Zaden's request.
3. Other than in the case of an intentional act or omission or deliberate recklessness, Enza Zaden will never be liable based on any liability doctrine whatsoever, to pay compensation, whether or not punitive in nature, for indirect, incidental, special, consequential harm or loss, such as, for example, but not limited to, loss profit or turnover, missed commercial opportunities, and/or reputational harm. Enza Zaden will never be liable to the Supplier, its legal successor, or its assignees for any amount that exceeds the amount which Enza Zaden paid to the Supplier in the 12 months prior to the loss event. If the amount Enza Zaden has paid exceeds EUR 25,000, then the amount for which it is liable will never exceed EUR 25,000.



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Article 10. Force majeure

1. Neither Party will be liable for non-performance or late performance of their obligations if such is due to force majeure. In case of force majeure, a Party has the power to suspend its obligations in whole or in part.
2. Force majeure is in any case not understood to mean illness or lack of staff, strikes, performance failures by third parties engaged by the Supplier, failure or unsuitability of auxiliary materials or liquidity problems on the part of the Supplier.

Article 11. Use of items and tools

1. The Supplier bears the risk of the use of items such as tools or computer equipment provided by Enza Zaden and will return such items, or have them returned, to Enza Zaden in good condition. The Supplier will only use the items provided for the proper performance of the Contract and will not allow third parties to use the items.

Article 12. Confidentiality

1. The Parties will keep Confidential Information of the other Party confidential and will not disclose it to third parties. The Confidential Information of a Party remains the property of that Party.
2. The duty of confidentiality mentioned in article 12.1 does not apply to the extent that (a) disclosure is required by or under the law or by a competent authority or (b) the information in question is already in the public domain or has already been disclosed without any unlawful action on the part of the disclosing Party, its employees or third parties engaged by it.
3. The Parties will impose the same duties of confidentiality as those set out in the previous paragraphs of this article on its staff or third parties engaged by the Party in question for the performance of this Contract and will only allow them access to that Confidential Information if it is necessary for the performance of their work.
4. The Parties warrant that their staff or the third parties engaged by them will not act in violation of the obligations in the previous paragraphs of this article.
5. If the Supplier fails to comply with its obligations in this article 15, it will owe Enza Zaden an immediately due and payable penalty of EUR 25,000 for each violation, without prejudice to Enza Zaden's right to compensate the actual loss.
6. After the Contract has been terminated, the Parties will immediately return or demonstrably destroy all Confidential Information of the other Party that it has in its possession.
7. Neither Party may give publicity to the content or existence of a Contract without the prior written consent of the other Party.

Article 13. Intellectual property rights

1. All intellectual property rights on the Goods that are manufactured specifically on commission for or for the benefit of Enza Zaden and/or that arise during the performance of the Contract as well as the drawings, texts, models, manuals, samples, auxiliary materials, calculations, software, matrices, moulds and other documents and data carriers manufactured or used specifically for Enza Zaden are or will become the property of Enza Zaden. In so far as necessary, the Supplier will have already assigned these rights to Enza Zaden in advance and the Supplier will cooperate in any formalities that are necessary for the assignment.
2. In respect of intellectual property rights on Goods not specifically manufactured for Enza Zaden and/or which already existed before the performance of the Services or are developed separately from the Services and therefore did not arise as a result of the performance of the Services for Enza Zaden, Enza Zaden will obtain a perpetual, worldwide, non-exclusive licence, free of charge, for use in accordance with the purpose of the Contract. The Supplier will also arrange for necessary licences on intellectual property rights of third parties for the use of the Goods and Services.
3. The Supplier, also on behalf of its employees, waives all personality rights referred to in the Dutch Copyright Act of 1996, to the extent permitted by law.
4. The Supplier warrants that the use of the Goods and/or Services provided does not infringe on intellectual property rights and other rights of third parties and indemnifies Enza Zaden against third-party claims in this respect.
5. Any intellectual property rights on property and information that Enza Zaden has made available to the Supplier in connection with the Contract will remain the property of Enza Zaden.

Article 14. Termination of the Contract

1. Unless Enza Zaden indicates otherwise in writing, contracts, including continuing performance contracts, (i) will be entered into for a definite term and will end by operation of law after expiry of the agreed term and (ii) Enza Zaden does not agree to a tacit renewal thereof. No later than two (2) months before the expiry of the agreed term, the Supplier will contact Enza Zaden to determine whether Enza Zaden considers a new contract term and/or delivery term desirable.
2. Enza Zaden may terminate the Contract early at any time by means of a written notice to the Supplier with due observance of a notice period of 30 (thirty) days. In that case, the Supplier will only be entitled to a pro rata payment of the Goods and/or Services already provided by the Supplier.
3. Either Party may dissolve the Contract in whole or in part with immediate effect, without prejudice to any other rights or remedies available to Enza Zaden by virtue of law or contract and without any obligation to compensation any loss arising from such dissolution, if:
 - a. the other Party is in default of the performance of any material obligation under the Contract and, to the extent that performance is possible, such non-performance has not been remedied within 14 (fourteen) days after performance has been demanded from the defaulting Party;
 - b. the other Party is repeatedly in default of the performance of any non-material obligation under the Contract;
 - c. the other Party is declared bankrupt or has been granted a suspension of payments or an application to that effect has been submitted;
 - d. a significant portion of the other Party's business assets is seized;
 - e. all or part of the other Party's business activities are transferred, liquidated, discontinued or moved abroad or the other Party is dissolved;
 - f. a Party is affected by force majeure that covers a period of 30 (thirty) days or more;
 - g. if other circumstances arise which are of such a nature that performance of the Contract cannot possibly be required or can no longer be required according to the standards of reasonableness and fairness, or if other circumstances arise which are of such a nature that the Contract cannot in all reasonableness be expected to be maintained unchanged. This is the case in, for example, but not limited to, the situation in which the provisions of these Conditions or Purchase concerning Confidentiality or Intellectual Property Rights are violated and/or in case of deliberate intent or gross negligence on the part of the Supplier.
4. The articles of the Conditions of Purchase and the articles of the Contract which by their nature are intended to survive termination of the Contract will remain in full force and effect. This in any event includes the provisions on liability, indemnification, confidentiality and intellectual property rights.

Article 15. Assignment of rights and obligations

1. The Supplier will not be permitted to assign its rights and obligations arising from the Contract to third parties in whole or in part without Enza Zaden's prior written consent.

Article 16. Protection of Personal Data

1. In the performance of this Contract, the Supplier will comply with the applicable laws and regulations regarding the protection of Personal Data, in particular the GDPR.
2. In so far as the Supplier processes Personal Data in connection with the performance of the Contract in the capacity of processor within the meaning of the GDPR, the Parties will agree separately on a data processing agreement.



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Article 17. Payroll tax and payable contributions

1. The Supplier warrants that it will ensure timely payment of payroll tax, national insurance contributions and social security contributions for its employees engaged in the performance of the Contract or third parties engaged by the Supplier.
2. If the Supplier is a self-employed worker without personnel (ZZP'er) or works with such a person, Enza Zaden may impose further conditions on the manner of contracting, posting and/or payment of the relevant self-employed worker without personnel. The Supplier will provide Enza Zaden upon first request with copies of documents that sufficiently demonstrate the nature of the employment relationship or their self-employment status, all this at the discretion of Enza Zaden.
3. The Supplier indemnifies Enza Zaden against any claim by Employee Insurance Agency UWV or the Tax and Customs Administration in connection with payroll tax, national insurance contributions and social security contributions payable by the Supplier or third parties engaged by the Supplier in connection with the Contract.

Article 18. Applicable law and resolution of disputes

1. These Conditions of Purchase and each Contract are governed by Dutch law. The U.N. Convention on Contracts for the International Sale of Goods does not apply.
2. To the extent possible, disputes between the Parties will be resolved through negotiation.
3. If the Parties fail to reach an amicable solution, disputes will be submitted exclusively to the competent court in Amsterdam.

Article 19. Other provisions

1. If a provision of the Conditions of Purchase is void or voided, the other provisions will remain in full force. The Parties will replace the void or voided provisions by mutual agreement, taking into account as much as possible the purpose and purport of the relevant provision(s) and Contract.
2. The Supplier is not permitted to use any trade name, brand name, logos, signs or indications of Enza Zaden without Enza Zaden's prior written consent. Enza Zaden is entitled to attach conditions to this consent.
3. The Supplier is not permitted to use Enza Zaden as a reference, unless the Parties have consulted on this and Enza Zaden has given its prior written consent for such reference. Enza Zaden is entitled to attach conditions to the consent.
4. c. The Dutch text of these Terms and Conditions of Purchase is the only authentic text. In the event of a conflict between the Dutch text and a translation into a foreign language, the Dutch text will prevail.

Article 20. Anti-bribery, anti-corruption, anti-money laundering, competition laws and regulations and International Sanctions

1. Enza Zaden stands for fair and ethical business practices. Enza Zaden is committed to conducting its business in strict compliance with applicable laws and regulations, including national and international anti-bribery and anti-corruption laws, international anti-money laundering laws, competition laws and regulations and International Sanctions, and it expects the same from its business partners. Bribery, corruption, money laundering or violation of competition laws and regulations are not permissible in any form.
2. The Supplier warrants and represents:
 - a. in connection with its business operations under the Contract, that it has not participated in or been involved in, and will not in the future participate in or be involved, any practices and/or conduct in any form whatsoever that directly or indirectly violated or caused Enza Zaden or other third parties to violate any applicable laws or regulations in respect of anti-bribery, anti-corruption, International Sanctions, anti-money laundering and/or competition.
 - b. that its officers, directors, employees and agents have the appropriate skills, knowledge, training and background necessary to comply with all applicable laws or regulations in respect of anti-bribery, anti-corruption, International Sanctions, anti-money laundering and/or competition in connection with the performance of the Contract.
 - c. that it will, in advance, comply with any Code of Conduct and/or any other type of regulations, principles or policies that Enza Zaden applies or will apply in the performance of the Contract or the Conditions of Purchase.
3. The Supplier will inform Enza Zaden immediately of any ongoing or announced investigations against the Supplier and/or violations by the Supplier of laws and regulations in respect of anti-bribery, anti-corruption, International Sanctions, anti-money laundering and/or competition.
4. If there is or has been a specific case of Bribery, Corruption, Money Laundering or a violation of International Sanctions, Enza Zaden may, during the term of the Contract and for a period of six (6) months after its termination, conduct an audit regarding compliance with the Supplier's obligations under article 20. Such an audit can be carried out on a random basis without the need for specific reasons related to the Supplier. The Supplier will cooperate with such audit and will provide the necessary information and access to enable Enza Zaden to properly conduct the audit. Such information includes, but is not limited to, the books, records, documents or other files in electronic, printed or other form.
5. The Supplier will ensure that all obligations under article 20 are assigned to any third parties contracted or deployed by the Supplier for the performance of the Contractor or that it will assume obligations in whole or in part.
6. Non-compliance by the Supplier with any of the provisions of article 20 will constitute grounds for immediate termination of the Contract by Enza Zaden without prior notice being required. In the event of such termination, Enza Zaden will no longer have any obligation under the Contract and the Supplier will indemnify Enza Zaden against any damage, claims, penalties or other losses arising from such violation. Enza Zaden is entitled to pursue any other remedies or principles of justice. The terms and provisions of article 20 and all other provisions containing the Supplier's warranties and representations will survive the expiry or termination of this Contract.

Article 21. Sustainability provisions

1. The Supplier is aware that Enza Zaden attaches great importance to sustainability and has a sustainability policy in place to that.
2. The Supplier is aware of the impact of its activities on the environment, its employees and the society in which it operates. The Supplier aims to systematically record its own sustainability policy and sustainability action plan, if any.
3. If so requested, the Supplier will, upon request, provide Enza Zaden within a reasonable time with information that is relevant and as complete as possible, which Enza Zaden requires for its sustainability reporting in accordance with CSRD regulations.

Additional Conditions of Purchase for Professional Services as referred to in Article 7:750 Dutch Civil Code.

Article 22. Applicability

These Additional Conditions of Purchase will apply to all requests, offers, quotations, orders and Contracts relating to the performance of professional services by the Supplier.

Article 23. Storage of materials

1. The Supplier will not store more material on the sites and in the buildings at Enza Zaden's designated locations than is necessary, in Enza Zaden's reasonable opinion, for the performance of the Contract. The risk for the stored items is borne by the Supplier.

Article 24. Use of tools and equipment

1. The Supplier will provide the tools and equipment required for the Services. If the Supplier rents items from Enza Zaden or has received them on loan, it will return them in good condition immediately after their use. Failing this, it will compensate the full damage, including in case of loss and/or theft.



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2. The Supplier will ensure that it uses sound tools and equipment, which comply with the applicable laws, regulations and safety requirements. In this regard, the Supplier must possess all necessary quality and safety certificates and inspection certificates.

Article 25. Inspection of materials, tools and equipment

1. Enza Zaden will be authorised to inspect and test all materials, tools and equipment to be used by the Supplier in the performance of the Contract.
2. Enza Zaden's approval of tools and/or equipment will not release the Supplier from any liability ensuing from the use of such tools and/or equipment.

Article 26. Schedule and completion

1. Unless otherwise agreed, the work will be completed no later than on the date agreed by the Parties.
2. The Work will be considered completed when Enza Zaden has approved the Work in writing after inspection and any remaining matters or defects have been remedied to the satisfaction of Enza Zaden and Enza Zaden has declared that the Work can be considered completed. Approval and/or payment does not release the Supplier from any warranty obligation or liability.
3. If Enza Zaden does not approve the Work, Enza Zaden will inform the Supplier accordingly, stating reasons. In case of rejection by Enza Zaden, the Supplier will ensure that completion will still take place to the satisfaction of Enza Zaden within a period to be agreed with Enza Zaden.
4. Enza Zaden will only pay once the work has been completed to the satisfaction of Enza Zaden and/or the Services have been rendered by the Supplier to the satisfaction of Enza Zaden.

Article 27. Warranty

1. The Work will be subject to at least the warranty provisions customary in the Supplier's industry, subject to a minimum warranty period of 36 months. Where the manufacturer or importer provides a more far-reaching warranty on the Work or parts thereof, this warranty will continue to apply in addition to the warranty provided by the Supplier.
2. During the warranty period, the Supplier will be obliged to repair all defects at Enza Zaden's first request within a reasonable period of time at its own expense and risk.

Article 28. Supplier's obligations

1. The Supplier's staff will in principle be available at the work site during working hours, their absence, replacement and accessibility being arranged in consultation with Enza Zaden.
2. The Supplier warrants to Enza Zaden that all regulations arising from the Dutch Compulsory Identification Act and the Dutch Foreign Nationals Employment Act will be complied with for natural persons to be engaged by or via the Supplier directly or indirectly (including self-employed workers without personnel).
3. The Supplier must have a valid payroll tax number with the Tax and Customs Administration.