

ACCENTURE'S GENERAL TERMS and CONDITIONS of PURCHASE NL (September 2012)

1. **Applicability**
 - 1.1 These General Terms and Conditions shall apply to all requests, quotations, orders, agreements and any addition to these agreements for the provision of products and/or services ("Deliverables") by the Supplier for and/or on behalf of Accenture. Accenture shall mean Accenture B.V. and/or any legal entity and the subsidiaries it owns by more than 50 percent of the outstanding shares ("Affiliate") hereinafter, ("Accenture").
 - 1.2 Supplier's general pre-printed terms or conditions of whatever kind will not apply, not even in addition to these General Terms and Conditions of Purchase.
2. **Order/ Agreement**
 - 2.1 An agreement is entered into after a signed written contract and/or purchase order is received by Supplier (the "Agreement").
 - 2.2 Any changes to the Agreement shall only be valid and binding if such changes are laid down in a document duly and validly signed by Accenture and Supplier. The acceptance of Deliverables or payments by Accenture will not imply the acceptance of any irregularity and Accenture shall not be deemed to have waived any right in respect of such irregularity.
 - 2.3 The prices are set fees excl. VAT and are firm and non-revisable with the exception of potential reductions for "manufacturer" prices to which Accenture is entitled. The prices include all supplies, accessories, services, warranties and assignment of rights.
 - 2.4 Nothing shall prevent Accenture from procuring deliverables which are the same as or similar to the Deliverables as purchased from Supplier, from any third party.
3. **Performance/ Warranties**
 - 3.1 The Deliverables, in case of products including their packaging, shall conform fully to the specifications and other requirements specified in the Agreement, and any additional instructions specified by Accenture.
 - 3.2 Supplier warrants and undertakes that (a) the Deliverables shall be performed in accordance with best industry standards; (b) any persons involved will have the necessary skill, experience and expertise to provide the Deliverables pursuant to the Agreement; (c) it shall direct its personnel to comply with Accenture's health, safety, and security instructions, when at Accenture's premises; (d) it is knowledgeable and will remain in full compliance with all applicable laws, regulations to which it is or becomes subject, including export and import laws, regulations and policies and that it will make all filings and registrations with appropriate governmental bodies and authorizations required to provide the Deliverables; (e) in case of products, the Deliverables are new and do not contain used or reconditioned parts unless Accenture agrees otherwise in writing.
 - 3.3 The Supplier must correct as soon as possible, or, if applicable, within a specific timeframe, any failure or omission in the operation and/or performance of the Deliverables for a period of one year from the date of delivery.
4. **Delivery**
 - 4.1 Prices shall be based on "Delivery Duty Paid" (DDP) at the location specified by Accenture in accordance with the Incoterms 2010, including all costs of packaging.
 - 4.2 Delivery shall be executed on the agreed delivery date and location. The delivery date is fixed; Supplier is in default without any notice being required. Delivery takes place at the moment that Supplier provides a written proof of delivery to Accenture indicating at least the order number and description of the Deliverables. In case of any non-compliance, failure or omission, Accenture may either refuse or accept delivery.
 - 4.3 If the Deliverables do not comply with the warranties, specifications and/or requirements of the Agreement, Accenture will be entitled to:
 - require, at its discretion, that the Deliverables delivered be repaired or replaced or that a missing component be supplied within a reasonable term to be set by Accenture, without prejudice to its other rights by law or by virtue of these General Terms and Conditions.
 - return these Deliverables at expenses of the Supplier or to keep them in its custody until the Supplier has given further instructions how to deal with these Deliverables. Any costs incurred by Accenture in this respect shall be for the Supplier's account.
 - 4.4 The right of property is transferred upon the provision by Accenture to Supplier of a written confirmation of receipt of the Deliverable and if applicable after written proof of proper installation.
 - 4.5 All Deliverables must include user and guidance documents in compliance with any applicable regulations.
5. **Financial Conditions and Invoicing**
 - 5.1 Invoices shall be addressed to the invoicing department of the legal entity that placed the purchase order.
 - 5.2 An invoice shall contain at a minimum the order number, the description of the Deliverables, the unit price.
 - 5.3 Accenture is entitled to postpone and/or settle the payment in case of shortcoming of any obligation from the Agreement.
 - 5.4 The payments term is 60 days net after receipt of Supplier's valid invoice. Payment of (a part of) an invoice will not be deemed acceptance of any Deliverables.
6. **Intellectual Property Rights**
 - 6.1 Supplier warrants that Accenture can freely and without restraint use the Deliverables and grants Accenture all rights and licenses necessary for Accenture to use, transfer, pass through, and sell the products or services specified in the Agreement and to exercise the rights granted under the Agreement.
 - 6.2 Supplier agrees to defend, hold harmless and indemnify Accenture from any claim that Supplier's product or service specified in the Agreement infringes any intellectual property right of a third party or any claim arising from the failure of Supplier to comply with its warranties and or any obligation under the Agreement.
 - 6.3 Supplier warrants that all persons involved with creating and delivering the Deliverables have waived any and all rights relating thereto .
7. **Liability and Indemnification**
 - 7.1 Supplier is liable for all damages that arise as a result of a failure to comply with the Agreement or these General Terms and Conditions of Purchase.
 - 7.2 Supplier indemnifies Accenture against any claim from third parties in respect of damage caused by (i) Supplier's negligence or that of its personnel, (ii) Supplier breaching the Agreement
 - 7.3 The Supplier must be and remain insured for any financial consequence or civil or contractual liability.
 - 7.4 Whenever any sum of money is recoverable from, or payable by the Supplier, to Accenture as a result of the operation of the Agreement or any breach by Supplier of the same, such sum may be deducted by Accenture from any sum then due or which at any time thereafter may become due to Supplier under any other future Agreement with Accenture with Supplier.
 - 7.5 To the extent permitted by local law in no event will Accenture be liable for any damages, lost revenues, lost profits, incidental, indirect or consequential damages.
 - 7.6 This Clause 7 survives the expiration or termination of the Agreement for any reason.
8. **Cancellation/Termination**
 - 8.1 Notwithstanding any other rights of Accenture, Accenture may terminate the Agreement immediately upon written notification, where: (a) Supplier commits a breach of the Agreement, which has not been remedied within thirty (30) days of receipt of written notification of such breach; or (b) Supplier is unable to pay its debts in Accenture's reasonable opinion; or (c) there is a change or control of ownership of Supplier, which Accenture considers to be adverse to Accenture's interests.
- 8.2 In case of cancellation or termination the Supplier will take full responsibility for already delivered Deliverables. These will be readily available on Accenture premises and need to be taken care of by the Supplier.
9. **Force majeure**
 - 9.1 Force majeure means the non-attributable failure of either party to properly fulfill its obligations. At any rate, failures will be attributed to the Supplier if they are caused by transport problems, illness of personnel, strikes and stagnation in the Supplier's business or in the business of any of its suppliers. Force majeure situations shall be communicated immediately by the affected party. Accenture is entitled to terminate the Agreement at no costs in the event the force majeure extends or is likely to extend beyond thirty (30) days.
10. **Confidentiality and Publicity**
 - 10.1 Supplier shall keep the existence, nature and the content of the Agreement, personal data, as well as any additional business information confidential and shall not make any reference to the Agreement, its terms, business information, or use Accenture's name, logo or trademark in any public announcements, promotions or any other communication without Accenture's prior written consent.
 - 10.2 Supplier may use any confidential information for the purpose of providing the Deliverables.
 - 10.3 Upon completion or termination of the Deliverables or at the request of Accenture, Supplier shall, within 14 days, deliver to Accenture all confidential information, and all copies thereof, and destroy or erase any confidential information contained in any materials and documentation prepared by or on behalf of Accenture.
11. **Personal data protection and privacy**
 - 11.1 The Parties shall at all times comply with their respective obligations under the Dutch Data Protection Act (Wet Bescherming Persoonsgegevens) and any other applicable data protection laws and regulations in connection with the Agreement.
 - 11.2 Where Supplier acts as a data processor ("bewerker") for Accenture by processing personal data on Accenture's behalf, it shall process these data solely for the purposes of the Agreement and not use or process these personal data in any way other than as determined by Accenture and made known to Supplier.
 - 11.3 If personal data relating to Accenture's employees are processed by Supplier, Accenture shall be the data controller ("verantwoordelijke"); Supplier shall in all circumstances be the data processor.
 - 11.4 Parties shall be responsible for the protection of the personal data that they process and the personal privacy of the persons concerned and shall implement and maintain appropriate technical and organizational measures to protect personal data against loss or any other unlawful form of processing, without prejudice to specific security requirements contained in applicable data protection legislation . These measures guarantee, taking into account the state of technology and the costs of execution, an appropriate protection level considering the risks that the processing and the nature of the data to be protected carry with them and prevent unnecessary collection and further processing of personal data.
 - 11.5 Supplier shall notify Accenture immediately in the event of any breach or suspected breach of the security of personal data that constitutes or is reasonably likely to constitute an unauthorized acquisition of such data, and cooperate with Accenture and/or Accenture's client(s) in any post-breach investigation or remediation efforts.
 - 11.6 Supplier shall fully cooperate with Accenture's requests for access to, correction or destruction of personal data in the possession of Supplier and will demonstrate on request the Supplier's compliance with these provisions and the data security requirements of the applicable data protection laws.
12. **Assignment and Subcontracting**
 - 12.1 Supplier is engaged as independent contractor. Nothing in the Agreement shall be deemed or construed to create a joint venture, partnership or employment relationship.
 - 12.2 Supplier may not assign or transfer the Agreement or its rights or obligations to any third party without Accenture's prior written consent.
 - 12.3 Accenture's rights, benefits and/or obligations under the Agreement may be assigned to any other associated company of Accenture and or Accenture Affiliates.
13. **Non-Solicitation**
 - 13.1 Supplier shall not at any time during the term of the Agreement and for a period of six months thereafter, without Accenture's prior written consent, directly or indirectly canvass or solicit for itself or any third party the services of any employee of Accenture, or solicit or encourage any employee of Accenture to leave his/her employment or engagement with Accenture, or recommend any employee of Accenture to anyone that might result in an approach to Accenture Personnel to leave his/her employment or engagement with Accenture.
14. **Environmental and Human rights, compliance with laws**
 - 14.1 Accenture is committed to conducting its business free from unlawful, unethical or fraudulent activity. Supplier is expected to act in a manner consistent with the ethical and professional standards of Accenture as described in the Accenture Supplier Standards of Conduct, including prompt reporting of unlawful, fraudulent or unethical conduct. A copy of the Supplier Standards of Conduct can be found at <http://www.accenture.com/SupplierStandardsOfConduct>. This includes acting in a manner consistent with Accenture's position as a signatory of the United Nations Global Compact (UNGC), respecting the Ten Principles of the UNGC.
 - 14.2 Accenture has established reporting mechanisms and prohibits retaliation or other adverse action for reporting violations of these standards. To report a serious concern, please call the Accenture Business Ethics Line at +1 312 737 8262, available 24 hours a day, seven days a week (you can reverse the charges) or visit the encrypted website at <https://businessethicsline.com/accenture>. You should use the Ethics line only to make a good faith claim. Accenture takes all allegations seriously.
 - 14.3 Supplier agrees that Supplier will, on a continuing basis, assess the environmental impact of Supplier's own business operations, and of Accenture's consumption of Supplier's Services, and advise Accenture how such impact may be reduced to give effect to the intent of the environment friendly strategy.
 - 14.4 Compliance with Laws. Supplier warrants that it is in compliance with all applicable federal, state and local laws, regulations and standards, including but not limited to, those relating to the design, manufacture, testing, labeling, sale and transportation of the Products, and provision of the Services. Supplier and its employees shall comply at all times with all applicable laws and regulations of any jurisdiction in which Supplier acts, including without limitation the U.S. Foreign Corrupt Practices Act ("FCPA") and all other antibribery laws.
15. **Governing Law and Competent Court**
 - 15.1 The Agreement and any dispute or matter arising under it shall be governed by the laws of The Netherlands and the parties submit to the exclusive jurisdiction of the Dutch courts in Amsterdam.
 - 15.2 The United Nations Convention on Contracts for the International Sale of Goods does not apply.
16. **General**
 - 16.1 No delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement shall operate as a waiver of them.
 - 16.2 If any part of the Agreement is found by the competent court to be invalid, unlawful or unenforceable then such part will be severed from the remainder of the Agreement which will continue to be valid and enforceable to the full extent permitted by law.
 - 16.3 Any amendment or modification in respect to the Agreement will be done in writing and signed by both parties.