

General Purchase Conditions of the Van Gogh Museum Foundation, located at Paulus Potterstraat 7, in Amsterdam.

I. APPLICATION

Clause 1. Application

1.1 These general purchase conditions (hereinafter: General Conditions) are applicable to all requests for quotations, legal acts, contracts and/or agreements relating to the procurement of items, services and contracting work in respect of which the Van Gogh Museum acts in the framework of its business operations. 1.2 Amendments to the General Conditions are only applicable if and in so far as these are expressly agreed in writing between the parties. The applicability of any conditions of delivery of the Contractor is expressly excluded. 1.3 Notices under the General Conditions shall always be in writing.

II PERFORMANCE OF THE CONTRACT

Clause 2. Formation of the contract

2.1 A contract or other legal act on the part of the Van Gogh Museum may only be concluded by the persons authorised to do so. The Contractor may request a list of authorised persons from the Head of Finance of the Van Gogh Museum. 2.2 Quotations requested by the Van Gogh Museum are subject to contract and are valid for a period of 60 days from the date thereof.

Clause 3. Delivery and transport

3.1 Delivery shall take place at the place and time agreed by the parties, all according to the Incoterms 2010 DDP (Delivery Duty Paid). 3.2 The goods must be packaged in accordance with the legal requirements for packaging, furnished with accompanying resources and documentation and must be secured in such a manner that when transported normally they will reach their destination in good condition. The Contractor shall take out adequate insurance in favour of the Van Gogh Museum against reasonably foreseeable risks during transport. 3.3 The Contractor shall be obliged to stock parts relating to goods supplied during the ordinary life span and statutory and any contractually agreed period of subsequent delivery of the goods supplied. 3.4 If through no fault of the Van Gogh Museum the Contractor cannot meet the delivery date stipulated in the contract, the Van Gogh Museum shall be free to cancel the order. 3.5 The date of delivery is understood to be the date on which delivery of the goods is first tendered by the Contractor to the Van Gogh Museum at the agreed address.

Clause 4. Ownership and risk

4.1 The ownership of an item or the rights pertaining to specific goods shall pass to the Van Gogh Museum at the time of delivery or payment for the relevant goods, whichever occurs first. The risk in the item shall in any event pass to the Van Gogh Museum at the time of delivery of the goods to the Van Gogh Museum. 4.2 As soon as materials of the Van Gogh Museum have been incorporated into goods of the Contractor which are transferred to the Van Gogh Museum, a new item shall be deemed to come into existence x ownership of which shall be vested in the Van Gogh Museum. 4.3 If the Van Gogh Museum places materials such as raw materials, auxiliary materials, tools, drawings, specifications and software at the disposal of the Contractor to assist in the fulfilment of its obligations, these shall remain the property of the Van Gogh Museum or the Van Gogh Museum shall remain the party entitled to the said materials. The Contractor shall store these separately from property which belongs to itself or to third parties. The Contractor shall mark them at its own expense and risk as property of the Van Gogh Museum, maintain them in good condition and insure them against all risks for as long as the Contractor acts as the holder of these auxiliary materials.

Clause 5. Orders

5.1 If a written order is placed by the Van Gogh Museum without a prior quotation or offer by the Contractor, the contract shall be concluded when the items or services are delivered in accordance with the order within 14 days of the date of the order, or confirmation of the order is received in line with the order. 5.2 In the event of a difference between the order and confirmation of the order the Contractor shall consult with the Van Gogh Museum. 5.3 If no confirmation of the order or consultation follows within 10 working days of the date of the order placed by the Van Gogh Museum, the Van Gogh Museum shall be entitled to place the order elsewhere. The original order shall thereby expire.

Clause 6. Guarantee

6.1 The Contractor guarantees that the items to be delivered and any installation/assembly thereof, as well as any services: a. shall comply with the number, description and quality stated in the contract; b. shall be manufactured from or supplied from of sound materials and shall meet the legal requirements and other government regulations, as well as the applicable

requirements of the safety, quality and environmental norms observed within the sector, that are applicable at the time of the delivery; c. shall be suitable for the purpose for which they are intended; d. shall be ready for use; e. shall in all respects match the samples or models that were made available by the Contractor or the specifications otherwise supplied. f. shall not (in part) be made or carried out with the use of child labour and/or any form of discrimination. g. shall not (in part) be made of or carried out with materials and/or preparations prohibited by or under the terms of the law. 6.2 The Van Gogh Museum must within 60 days of discovery notify the Contractor in writing of items or outcomes of services that do not comply with the contract. If the Contractor receives such notice from the Van Gogh Museum, the Contractor shall at its own expense, within a period stipulated by the Van Gogh Museum in the relevant notice, remedy the defect or non-compliance, unless the Van Gogh Museum prefers to terminate the contract in accordance with the provisions of clause 16 (dissolution). 6.3 The guarantee entails inter alia that all defects arising or discovered during the guarantee period shall, upon written demand by the Van Gogh Museum, be fully remedied or replaced by the same products and/or results within 3 weeks at the expense of the Contractor. 6.4 The guarantee period shall be 24 months to be calculated from the date of delivery, unless otherwise stated in the contract.

Clause 7. Quality of service delivery

7.1 The Contractor shall complete the assigned activities independently and under its own responsibility to a satisfactory standard, at all times observing the regulations in respect of working conditions, safety and the environment. 7.2 The outcome of the services performed by the Contractor must comply with the agreed specifications/descriptions. 7.3 The Contractor shall ensure that its staff meet and continue to meet the standards in terms of expertise and experience that are necessary for the performance of the contract. 7.4 The Contractor shall strictly observe the agreed time limits and immediately notify the Van Gogh Museum of (an imminent) delay. 7.5 The Contractor shall upon demand provide the Van Gogh Museum with a report about the progress of the work. 7.6 The Contractor indemnifies the Van Gogh Museum against liability to third parties due to non-compliance by the Contractor with its obligations towards the Van Gogh Museum on the basis of the contract or under the terms of the law.

Clause 8. Staff of Contractor

8.1 The Contractor shall at all times be entitled to temporarily or permanently replace staff employed on location for purposes of the performance of the contract, subject to the condition that the replacement staff (member) shall possess the same specialist knowledge and shall have at least the same levels of expertise, training and experience as the staff (member) to be replaced, and that the replacement shall have no (financial) or other negative consequences for the Van Gogh Museum. 8.2 The Contractor shall upon demand by the Van Gogh Museum hand over a list containing the surname, first name(s), address, place of residence, date and place of birth, tax and social security number of the staff employed or to be employed on location for the performance of the contract. 8.3 The Contractor shall at any time upon demand by the Van Gogh Museum provide a copy of statements regarding its payment history with the social security authorities and the Dutch tax administration in respect of staff employed on location. The Van Gogh Museum shall be entitled to impose further conditions on the Contractor regarding obligations to pay income tax and national insurance contributions in general, including in any event the condition that the Contractor shall regularly submit its payment history reports from the social security authorities and the Dutch tax administration. 8.4 Staff of the Contractor shall be obliged to provide proof of identity upon entering the Van Gogh Museum. 8.5 A body search policy is in force at the Van Gogh Museum according to which staff of the Security department has the right to perform body searches of the staff of the Contractor. 8.6 Staff of the Contractor employed at any of the Van Gogh Museum locations must be informed about the instructions for Contractors and the company rules in force.

Clause 9. Sustainable management

9.1 The Contractor is aware that the Van Gogh Museum wishes to limit the environmental impact of its business operations. The Contractor undertakes to endeavour to limit the environmental impact of the items delivered and/or the services performed by it as far as possible by, inter alia, using materials and products that are less harmful to the environment. 9.2 The Contractor shall inform the Van Gogh Museum in writing in its quote, and prior to the first delivery, should it use materials or products about which it is known that on their own or in combination with other materials or products they

(may) present a hazard to people or the environment. The Van Gogh Museum shall in all cases be entitled to cancel the orders placed.

Clause 10. Testing, control, trials

10.1 The Van Gogh Museum shall be entitled to (cause to) have items delivered to it submitted to testing before, during as well as after delivery, and is authorised to be present during testing. 10.2 If the Van Gogh Museum rejects the item to be delivered or the outcome of a service the Contractor shall, without prejudice to any other right or claim which the Van Gogh Museum may have, be obliged forthwith to offer the missing or repaired or replacement item/service for a new inspection at its own expense and risk. In that event the provisions of this clause shall remain fully applicable. Rejection by the Van Gogh Museum at the first / earlier inspection shall not lead to an extension of the agreed delivery date. 10.3 If the Contractor fails to take back the rejected item that has been delivered within 10 working days of the date of the written notification, the Van Gogh Museum shall have the right to return the item to the Contractor at the latter's expense and shall be entitled to be credited for any invoiced goods or services within 14 days.

Clause 11. Amendments

11.1 The Van Gogh Museum shall be entitled to amend the scope and/or quality of the contract by agreement with the Contractor. Amendments shall be agreed in writing by the persons authorised thereto. 11.2 If in the opinion of the Contractor an amendment will impact on the agreed price and/or implementation or delivery terms, the Contractor shall prior to reaching agreement about the amendment inform the Van Gogh Museum thereof in writing by no later than 8 working days following notification of the desired amendment. 11.3 If the Van Gogh Museum is of the opinion that the impact on the price or delivery date is unreasonable in relation to the nature and extent of the desired amendment, the Van Gogh Museum shall be entitled to withdraw the requested amendment.

Clause 12. Additional work and/or Contract reductions

12.1 If as a result of additional requests by the Van Gogh Museum the duties to be performed by the Contractor under the contract have been demonstrably increased or extended, this shall constitute additional work that shall be subject to payment. If the Contractor believes that additional work has been created, it shall inform the Van Gogh Museum thereof in writing as soon as possible. Additional activities which the Contractor could or should have foreseen when concluding the contract shall not be regarded as additional work. 12.2 Prior to commencing the additional work the Contractor shall issue a written quotation with regard to the extent of the additional work anticipated by the Contractor as a result of such amendment and the associated costs and other relevant aspects. The Contractor shall not commence the additional work prior to having received written approval thereof from the Van Gogh Museum. 12.3 When issuing the quotation for additional work the Contractor shall stipulate no additional or stricter conditions than those in the original contract. 12.4 Unless otherwise agreed in writing a contract reduction shall result in a reduction of the payment due by the Van Gogh Museum to the Contractor according to the reduction of the work performed and the other cost savings for the Contractor.

III FINANCIAL PROVISIONS

Clause 13. Price

13.1 The prices/rates exclude Dutch VAT and include all costs in connection with the performance of the obligations of the Contractor (including travel costs, travel duration, transport costs and import duties). 13.2 In the event of a fixed price the Contractor shall invoice as agreed in the contract. 13.3 In the event of retrospective settlement based on actual costs the Contractor shall provide a proper specification of the agreed payments. Upon request by the Van Gogh Museum the Contractor shall include with the invoices statements of the number of hours actually and necessarily worked (set off against the number of hours budgeted in the event of a difference of 10% or more (up as well as down) together with reasons for such difference and stating measures for the correction thereof). 13.4 The Contractor shall provide specifications of costs it has incurred in the performance of the contract, as well as submit documents to substantiate the invoices, including agreed lists of rates. 13.5 Any additional work shall be invoiced separately after completion of the additional work notwithstanding the provisions of clause 12. The nature and extent of the additional work performed shall be expressly stated in the invoices and specified on the basis of authentic documents. 13.6 The prices/rates stated in the contract are valid for the duration of the contract, unless otherwise agreed. Increases of rates shall take place no more than once a year, but not within one year of signature of the contract.

13.7 In the event of a rate increase the percentage increase shall be no higher than the monthly percentage increase in the negotiated wages index in the preceding 12 months including exceptional benefits as published by Statistics Netherlands.

13.8 Promotions of employees within the organisation of the Contractor during the term of the contract (for example, internal promotion) shall not affect the rates in this contract.

Clause 14. Payment

14.1 The Contractor shall send single copies of invoices to the Financial Affairs department of the Van Gogh Museum. The invoices shall comply with the statutory requirements for invoices.

14.2 The Van Gogh Museum shall pay the amounts it owes to the Contractor within 30 days of receipt of the relevant invoice.

14.3 The Van Gogh Museum shall be entitled to suspend payment in the event of attributable breach of contract by the Contractor, until such time as the Contractor has complied in full with its obligations under the contract.

14.4 The Van Gogh Museum shall be entitled to reduce the amount of the invoice by any amounts which the Contractors may owe to the Van Gogh Museum.

14.5 The Van Gogh Museum shall not be obliged to pay amounts which exceed the amount that was agreed on acceptance of the assignment, unless the Contractor has informed the Van Gogh Museum in a timely manner of the (possible) excess and the amount thereof, has explained the reasons for the excess in writing and the Van Gogh Museum has in writing approved payment of the additional costs on the basis of this information.

14.6 The Van Gogh Museum shall be entitled, prior to payment being made, to request in addition to or in place of transfer of ownership that the Contractor causes an unconditional and irrevocable bank or corporate guarantee to be issued by a bank or company that is acceptable to the Van Gogh Museum in order to secure the fulfilment of its obligations.

14.7 Payment by the Van Gogh Museum shall in no way be construed as a waiver of its rights.

Clause 15. Audit

15.1 Should any doubt exist about the accuracy of one or more invoices the Van Gogh Museum shall be entitled to have the information contained in the relevant invoice(s) audited by a registered accountant to be appointed by the Van Gogh Museum. The Contractor shall allow the registered accountant concerned to inspect the books and records and provide all data and information which he may request. The audit shall be confidential and shall extend no further than is necessary for the verification of the invoices. The registered accountant shall report his findings to both parties as soon as possible.

15.2 The Van Gogh Museum shall be entitled to suspend payment pending the audit. The Van Gogh Museum shall only make use of this power if it has well-founded reasons to doubt the accuracy of the invoice amount concerned.

15.3 The costs of the audit shall be payable by the Van Gogh Museum, unless closer inspection by the registered account indicates that the invoice amounts are not correct, in which case the auditor's costs shall be payable by the Contractor.

15.4 An audit shall in no way release the Contractor from its contractual obligations.

IV FAILURE TO COMPLY, TERMINATION

Clause 16. Termination

16.1 Each of the parties shall be entitled to terminate the contract by registered letter without judicial intervention if:

a. the other party, after proper written notice with a specific description of a defect in performance, stipulating a reasonable period within which to remedy such defect, remains in breach of its obligations under the contract.

b. the other party applies for a (provisional) moratorium or is granted a (provisional) moratorium.

c. the other party files for bankruptcy or is declared bankrupt, the business is discontinued, a significant part of the assets of this party is attached, or this party can otherwise no longer be deemed capable of fulfilling its obligations under this contract.

16.2 If this contract is terminated by the Van Gogh Museum, the Van Gogh Museum shall be entitled – without prejudice to its right to compensation – to demand the surrender of information, records and/or materials which are in the possession of the Contractor for purposes of the implementation of the contract, as well as to require any other information which is needed for the further carrying out of the agreed performance by the Van Gogh Museum or by third parties.

16.3 Obligations which by their nature are also intended to continue after termination of the contract shall continue to exist after termination of the contract. These obligations shall include but shall not be limited to: the transfer of intellectual property rights and indemnification against breach of intellectual property rights of third parties (clause 23), confidentiality (clause 20), dispute resolution, applicable law and election of address for service (clause 25).

16.4 If the contract is terminated, the Contractor shall refund the payments already made to it by the Van Gogh Museum for items or services which have been provided incorrectly or not at all, plus the statutory interest on the amount

paid as from the date on which it was paid. If the contract is partly terminated, the obligation to refund shall exist only in so far as the payments relate to the terminated part.

Clause 17. Refusal

17.1 If the Contractor refuses – for whichever reason – to proceed with carrying out the agreed performance, even after the Van Gogh Museum has demanded in writing that it do so, the Van Gogh Museum shall be entitled to suspend all payment under the current contract and to terminate the contract.

17.2 In the aforementioned case the contract shall be or shall be deemed to have been terminated by operation of law on informal notice to the Contractor by registered letter. Furthermore, the Contractor shall owe payment to the Van Gogh Museum, likewise by operation of law and without notice of default, of compensation for each terminated contract equal to 30% of the agreed price for the work to be performed, without prejudice to the right of the Van Gogh Museum to claim greater compensation under the provisions of clause 19 (liability).

17.3 In the event of early termination of the contract the Van Gogh Museum shall pay to the Contractor the agreed amounts due in respect of items or services duly provided, offset where applicable against the compensation referred to in this clause.

Clause 18. Force majeure

18.1 If either party fails to meet its obligations under this contract for a period of more than 30 days as a result of force majeure, the other party shall have the right to terminate the contract with immediate effect without judicial intervention by means of a registered letter, without giving rise to any right to compensation.

18.2 Force majeure shall in any event not include: shortage of staff, strikes, illness of staff, shortage of raw materials, transport problems, breach or non-compliance with obligations caused by the Contractor, interruptions in the production of the Contractor and liquidity or solvency problems on the part of the Contractor.

Clause 19. Liability

19.1 A party shall be liable for the damage that the other party, including its subordinates or agents, has suffered or may suffer due to or in connection with the breach by the other party of its obligations under the contract.

19.2 Each party shall indemnify the other party against all claims by third parties in connection with damage caused by or in connection with a breach as referred to in this clause 19.1.

V MISCELLANEOUS

Clause 20. Confidentiality and security

20.1 The Contractor shall not mention the contract in publications or advertisements and shall not use the name of the Van Gogh Museum as a reference except with the written consent of the Van Gogh Museum.

20.2 Both parties shall observe strict confidentiality in respect of all information about each other's organisations. The Contractor shall moreover observe strict confidentiality in respect of all confidential information which it may possess about the Van Gogh Museum and/or business relations of the Van Gogh Museum. It shall not place the information and data carriers which are available to it at the disposal of any third party and shall only make these known to its staff and agents in so far as this is necessary for carrying out the agreed performance.

20.3 The parties shall require their staff and/or third parties engaged by them during the performance of the contract to comply with these confidentiality clauses.

20.4 If the Contractor acts in breach of this provision it shall incur a penalty payable to the Van Gogh Museum, not subject to any moderation or setoff, of EUR 500 per day or part thereof that the breach continues. This penalty does not affect the other rights of the Van Gogh Museum, including the optional right to claim additional or full compensation.

20.5 Rights and obligations under the Dutch Government Information (Public Access) Act are not curtailed by the provisions of this clause.

Clause 21. Insurance

21.1 The Contractor shall insure itself and remain insured for the duration of the contract against all risks which can reasonably be anticipated during the performance of the contract.

21.2 The Contractor shall in any event insure itself against the following risks:
a. Personal injury to staff of the Van Gogh Museum or to third parties or damage to property and works of art of the Van Gogh Museum or of third parties, (Business liability insurance/Civil liability insurance);
b. Damage due to professional errors (Professional indemnity insurance).

21.3 The Contractor shall upon request immediately submit to the Van Gogh Museum the policy (policies) as well as proof of payment of premiums. The relevant insurance premiums shall be deemed to be included in the agreed prices and rates.

21.4 The Contractor undertakes to cede to the Van Gogh Museum upon demand all claims in respect of payment of insurance proceeds as referred to under this clause 21.2 and in so far as it may relate to damage for which the Contractor is liable to the Van Gogh Museum under the contract.

21.5 Insurance proceeds paid directly by the insurance company to the Van Gogh Museum shall be deducted from the damages payable by the Contractor to the Van Gogh Museum in respect of the insured incident.

21.6 The Contractor shall immediately notify the Van Gogh Museum in writing of all relevant incidents regarding the insurance(s) referred to in this clause, such as payments within an insurance year which may influence the level of any amounts of compensation payable to the Van Gogh Museum.

Clause 22. Transfer of rights and obligations

22.1 The Contractor is not entitled to transfer the rights and obligations arising from this contract to a third party without the written consent of the Van Gogh Museum. The Van Gogh Museum is entitled to attach conditions to the granting of such consent.

22.2 If the Contractor wishes to make use of the services of third parties during the performance of this contract, it shall only be authorised to do so after obtaining the written consent of the Van Gogh Museum. When granting consent as referred to in this paragraph, the Van Gogh Museum shall be entitled to attach conditions to the consent or to impose time limits.

22.3 Consent granted by the Van Gogh Museum shall not affect the responsibility and liability of the Contractor for the fulfilment of the obligations to which it is subject.

Clause 23. Intellectual property rights

23.1 Intellectual property rights, including but not limited to copyrights, rights to trade names, trademark and design, database rights and patent rights which may be exercised with regard to the items transferred or (outcomes of the) services rendered, shall be vested solely in the Van Gogh Museum. These rights shall be transferred by the Contractor to the Van Gogh Museum under the General Conditions and/or confirmation of the order. To the extent that the transfer of such rights requires a subsequent deed, the Contractor shall upon demand sign such deed and shall also perform all acts to ensure that the intellectual property rights are transferred to the Van Gogh Museum and, where relevant, such rights are registered in the name of the Van Gogh Museum. The Contractor has no right to any additional compensation for the transfer of the rights referred to in this clause.

23.2 The Contractor guarantees that the above-mentioned intellectual property rights are transferred free and unencumbered, that it is independently entitled thereto, and that the use of the intellectual property rights as well as the use, including the resale, of the goods and/or resources delivered by it shall not result in an infringement of any (intellectual) (property) right of a third party. The indemnification referred to in clause 19.2 shall be applicable to this guarantee.

23.3 In so far as it is legally possible the Contractor renounces any personality rights it may have in respect of the items transferred or the outcomes of services referred to in this clause, or shall no longer exercise these rights.

23.4 If and to the extent that transfer of the intellectual property rights as referred to in the first paragraph of this clause is not possible, the Contractor grants the Van Gogh Museum a perpetual, irrevocable, worldwide licence to perform any act whatsoever in respect of the transferred items or outcomes of services referred to herein, including the right to transfer this licence and to grant sub-licences.

Clause 24. Unauthorised payment

24.1 Neither party shall provide payments or gifts to staff of the other party. More specifically, neither party shall induce staff members of the other party to perform work, give undertakings and the like, in return for any form of reward or gift to that staff member, without which payment or gift the work or undertaking would not have been effected, or effected under different conditions.

24.2 If (staff of) one of the parties act(s) in breach of these provisions, the other party shall incur a penalty of Euro 750 per breach, not subject to any moderation or compensation, that shall be due and payable immediately without any demand or notice of default being required. This penalty shall not affect the other rights of the other party, including the optional right of that party to full or additional compensation.

Clause 25. Disputes and applicable law

25.1 Every dispute between the parties relating to the contract shall be adjudicated exclusively by the competent District Court in Amsterdam, unless the parties as yet agree to arbitration or a binding opinion.

25.2 The contract shall be governed by Dutch law.