

GENERAL

Article 1: Applicability

- 1.1 The Client is the natural or legal person using these General Terms of Purchasing and (Sub)Contracting Conditions. The other party will be referred to as the Contractor. In these General Terms and Conditions, work will also include the provision of Services.
- 1.2 Articles 1 to 16, inclusive, of these General Terms and Conditions will apply to all offers made to the Client, to all agreements concluded with the Client for the delivery of Products and/or Services, and to any ensuing agreement(s). If the offers or the agreements concluded also or exclusively concern (sub)contracting and/or the provision of Services, articles 17 to 22 of these General Terms and Conditions will apply as well.
- 1.3 Any deviations from these General Terms of Purchasing and (Sub)Contracting Conditions will only apply if the Client has confirmed such deviations to the Contractor in writing.
- 1.4 In the event of any conflict between the agreement reached between the Client and the Contractor and these General Terms of Purchasing and (Sub)Contracting Conditions, the provisions of the agreement will take precedence.

Article 2: Costs related to offers

The Client will not reimburse any costs incurred by or on behalf of the Contractor in connection with offers or quotations, including the costs of advice, drawings etc..

Article 3: Delivery date and penalty

- 3.1 The Contractor will deliver the Products or Services in accordance with the delivery date specified in the purchase order. If the Products or Services have not been delivered in full by the delivery date, the Contractor will be deemed to be in default. The Contractor will notify the Client immediately if he has any reason to believe that he will not be able to deliver the Products or Services as agreed and in good time.
- 3.2 The Contractor will be liable for any damage and/or loss incurred as a result of any delay in delivery as meant in article 3.1.
- 3.3 For each day's delay in delivery the Contractor will be liable to pay the Client on demand a penalty of 1% of the agreed purchase order value with a minimum of EUR150; the penalty may not exceed 15% of the agreed purchase order value.
- 3.4 The penalty referred to in article 3.3. may be claimed in addition to alternative and supplementary damages in accordance with the law. The Client is entitled to set off this penalty and/or these damages against the amounts owed to the Contractor.

Article 4: Prices

- 4.1 The prices referred to in the offer are based on delivery "DDP" to the address specified by the Client, in accordance with Incoterms 2010. All prices are firm, fixed, net of all duties and taxes and include adequate packaging.
- 4.2 Any increase in prices after the agreement has been concluded may not be passed on to the Client, regardless of the period that has elapsed between the date the agreement was concluded and the date of its execution.

Article 5: Passing of risk

- 5.1 Delivery of the Products will be effected on the basis of "DDP" to the address specified by the Client, in accordance with Incoterms 2010.
- 5.2 If "ex works" delivery is agreed and the Contractor nonetheless elects either to provide or to arrange transport, the risks of loading and transport will be borne by the Contractor.
- 5.3 If the Products are collected on behalf of the Client, the Contractor will assist the Client with the loading free of charge. The risk of loading will be borne by the Contractor.

Article 6: Inspection and testing

- 6.1 The Client and/or its Principal and/or the Board of Directors of the work site is at all times entitled to inspect or test the Products ordered or delivered and/or the work or work in progress. The Contractor will make any facilities available which may reasonably be required for this purpose.
- 6.2 The costs of the testing referred to in article 6.1 will be borne by the Contractor if the Client and/or its Principal and/or the Board of Directors of the work site rejects the Products/the work. Inspection or approval does not release the Contractor from any warranty or liability arising under the agreement, these General Terms and Conditions or the law.

Article 7: Rejection

- 7.1 If the Products/the work delivered by the Contractor do not meet the requirements set out in the purchase order and/or the specifications, the Client will be entitled to reject it or them. Taking delivery of or payment for the Products and/or the work does not imply approval thereof. The costs and risks remain the Contractor's responsibility until the Client has accepted the Products/the work.
- 7.2 If the Client rejects delivery and/or the work, the Client will determine a period within which the Contractor will:
 - repair the Products/the work free of charge; or
 - replace the Products free of charge and/or complete the work in accordance with the agreement.
- 7.3 If the Contractor does not fulfil the obligation referred to in article 7.2, or not within the set period, or not to the Client's satisfaction, the Client will be entitled to carry out repairs himself or arrange repairs by a third party at the Contractor's expense. The Client is entitled to set off these expenses against the amounts owed to the Contractor.

Article 8: Intellectual property rights

- 8.1. For the purposes of these General Terms of Purchasing and (Sub)Contracting Conditions, "intellectual property rights" will be taken to include copyright, database right, design right, trademark right, patent right, and the right to acquire such intellectual property rights by means of application, deposit/filing, registration or otherwise.
- 8.2. "Intellectual property rights to a work" are all intellectual property rights that rest on the work and on the items, aids and devices such as drawings, models, moulds, matrices and tools that are created during or for the purpose of the performance of the agreement between the Contractor and the Client.
- 8.3. All intellectual property rights associated with the work will be vested in the Client. The Contractor hereby transfers such rights to the Client now and for the future and undertakes to carry out, at the first request of the Client, whatsoever supplementary acts as may be required to this end.
- 8.4. The Client is under no obligation to compensate the Contractor for the establishment or transfer of intellectual property rights to the work.
- 8.5. The Contractor hereby waives the personality rights referred to in Article 25 (1) (a) of the Dutch Copyright Act. Insofar as modifications to the work, the items or the designation thereof are concerned, the Contractor also waives the personality rights referred to in Article 25 (1) (b) and (c) of the Dutch Copyright Act. The Contractor will not invoke the authorisation granted to him under Article 25 (4) of the Dutch Copyright Act.
- 8.6. The Contractor guarantees that the Products to be delivered, the work to be carried out and the intellectual property rights to the work as provided to the Client will not infringe any third-party's rights, including third-party intellectual property rights, and indemnifies the Client against any and all claims in that respect. The Contractor will indemnify the Client for any loss or damage resulting from such infringement.

Article 9: Confidentiality

- 9.1. All information - which will be taken to mean and include all documents, models, design specifications, drawings, know-how, etc. - disclosed by the Client to the Contractor, in any form whatsoever, will be kept secret and confidential and may not be disclosed to others or used by the Contractor for any purpose other than for the purpose of executing the contractual obligations ensuing from the agreement with the Client.
- 9.2. The confidential information as meant in article 9.1 may not be disclosed, directly or indirectly to any third party without the express written consent of the Client. Moreover, if the Contractor must disclose confidential information to his employees in the execution of the agreement, before disclosing such information the Contractor must satisfy himself that they will abide by the same confidential obligations as stipulated in this article.
- 9.3. If the Contractor has to disclose the confidential information as meant in article 9.1 to any third party or parties in connection with the execution of his contractual obligations, he will also bind such party or parties to the same confidential obligations as stipulated in this article.
- 9.4. The Contractor will owe the Client a penalty payable on demand to the amount of 10% of the total order value, with a minimum of EUR 25,000, if he violates one or more of the aforementioned obligations.
- 9.5. The penalty referred to in article 9.4 can be claimed in addition to alternative and supplementary damages in accordance with the law. The Client is entitled to set off this penalty and/or these damages against the amounts owed to the Contractor.

Article 10: Non-competition

Without the prior written consent of the Client, the Contractor will not - either directly or indirectly via an intermediary - issue quotations and/or offers to the Client's Principal which are in any way connected with the contracted work.

Article 11: Aids and devices

- 11.1. All aids and devices such as drawings, models, moulds, matrices and tools which the Client puts at the disposal of the Contractor for the purpose of executing the contractual obligations will under all circumstances remain or become the property of the Client. This also applies to any aids and devices which the Contractor has especially made or had made in the context of the agreement, regardless of whether costs are charged to the Client for their production.
- 11.2. All aids and devices and all copies made of these must be made available or returned to the Client at his first request.
- 11.3. For as long as such aids and devices are available to the Contractor, they will be clearly and indelibly marked as the property of the Client. The Contractor will indicate the Client's ownership of these aids and devices to any third party that may attempt to seize them.
- 11.4. Notwithstanding the stipulations in article 9, the Contractor will not use the aids and devices for any purpose other than the performance of his contractual obligations. The Contractor will not reveal or disclose the aids and devices to third parties without the Client's express written permission. The Contractor will bear the risk of loss of and/or damage to the aids and devices and is required to insure the aids and devices against such risks at his own expense.
- 11.5. The Contractor will maintain the aids and devices referred to under 11.1 in good condition and insure them against normal commercial risks up to the moment that they are returned to the Client. Furthermore, the Contractor will keep accounts in a way that makes it possible, at any time, to derive details of the goods and items provided by the Client for the purposes of carrying out production and/or manufacture.
- 11.6. The aids and devices referred to in 11.1, which may have been numbered and/or marked by the Client, must be returned to the Client in good condition within a period of five (5) working days from the date of the Client's first request. If the Contractor fails to do so, he will be liable by operation of the law (no warning or notice of default being required) to an immediately due and payable penalty of EUR 1,500 for each day that passes after the five working day deadline until the goods are returned, notwithstanding the right of the Client to claim compensation for loss or damage actually incurred and/or to be incurred.

Article 12: Liability

- 12.1. The Contractor is fully liable for all direct and consequential losses, which may arise as a result of an attributable shortcoming or wrongful act on the part of the Contractor, his staff, servants or agents. This also includes any loss or damage arising as a result of the presence, use, delivery or removal of goods and/or items used by the Contractor, his staff, servants or agents in the execution of the order.
- 12.2. The Contractor will indemnify the Client in full against third-party claims for damages or compensation as meant in the first paragraph.

Article 13: Insurance

The Contractor will prove to the Client, upon request and to the latter's satisfaction, that the Contractor has arranged, at its own expense, adequate insurance for any loss the Client might sustain as a result of acts or omissions on the part of the Contractor and/or any third parties engaged.

Article 14: Warranty

- 14.1 The Contractor guarantees that all Products/the work provided by the Contractor are of good quality, comply with the agreement, and are free from any fault or defect with respect to material, design or manufacturing. This warranty is valid for a period of twelve (12) months - unless otherwise agreed - after the Products/the work have been taken into use or for a maximum of eighteen (18) months from the date of delivery if the Products/the work are not taken into use within six (6) months of delivery.
- 14.2 The Client will remedy all defects in the Products/the work which become apparent during the warranty period immediately and in consultation with the Client, or else replace the defective Products, work or parts of the work.
- 14.3 All costs in connection with the repair or the replacement of the Products/the work and returning the Products/the work to operation, or – if it forms part of a larger object – the costs in connection with returning said object to operation will be borne by the Contractor.
- 14.4 If the Contractor does not fulfil his responsibilities as agreed within this article, the Client is entitled to carry out or to subcontract the warranty work at the risk and expense of the Contractor. The Client is entitled to set off the costs so incurred against the amounts owed to the Contractor.

Article 15: Payment

- 15.1 As far as possible, payment will be effected within the agreed term of payment unless, after taking delivery of the Products and the corresponding documents, the Client has a complaint with regard to the quantity and/or quality of the consignment. The same applies if the consignment is rejected. The Contractor's invoice, quoting the purchase order number and any relevant article numbers specified by the Client, can be sent by electronic mail. Invoices should preferably relate to a single purchase order.
- 15.2 In the event of advance payment or instalment payments, the Client is entitled to demand - at his own discretion - a sufficient guarantee for full delivery. If the Contractor does not provide this within the set period, he will be deemed in default. In that case, the Client will be entitled to rescind the agreement and to recover its losses from the Contractor.
- 15.3 The Client is entitled at all times to set off any amounts the parties may have to claim from each other. This set off also extends to amounts owing to and claims upon the Client from other components of the Client's group, as provided in Section 24b of Book 2 of the Dutch Civil Code, and from other legal entities in which the Client has a holding within the meaning of Article 24c of Book 2 of the Dutch Civil Code.
- 15.4 The Client reserves the right to make payment of the social security contributions and wage tax owed by the Contractor with respect to the work, for which the Client is jointly and severally liable pursuant to the Wages and Salaries and Social Security Contributions (Liability of Subcontractors) Act by transfer into the Client's escrow deposit account as referred to in the Act.
- 15.5 Without prejudice to the provisions of the previous paragraph, the Client will at all times be entitled to deduct the social security contributions and wage tax amounts referred to above from the (sub)contract sum and to pay these - on behalf of the Contractor - directly to the Employee Insurance Schemes Administration Office (UWV) and/or the collector of direct taxes.

Article 16: Applicable law and choice of forum

- 16.1 The law of the Netherlands is applicable.
- 16.2 The Vienna Convention on Contracts for the International Sale of Goods (CISG) is not applicable, nor is any other international regulation the exclusion of which is permissible.
- 16.3 Only the civil court that has jurisdiction in the place of establishment of the Client may take cognisance of disputes, unless this would be contrary to peremptory law. The Client may choose to deviate from this rule of jurisdiction and apply the statutory rules governing jurisdiction.
- 16.4 The parties may agree a different form of dispute resolution such as arbitration or mediation.

(SUB)CONTRACTING/SERVICES

Article 17: Prohibition of Assignment/Pledging

The Contractor may not assign, pledge or transfer, under any title whatsoever, ownership of the social security contributions and wage tax due that are included in the contract sum and for which the Client is liable pursuant to the Wages and Salaries and Social Security Contributions (Liability of Subcontractors) Act.

Article 18: Contractor's obligations

- 18.1 Vis-à-vis the Client, the Contractor is obliged to comply with the following provisions:
 - a. to have valid proof of registration, to be shown at the Client's request, with the relevant Employee Insurance Schemes Administration Office (UWV), in so far as this is provided by the Office;
 - b. to have a recent extract (no older than three months) from the Trade Register of the Chamber of Commerce;
 - c. to hand over to the Client a list of all employees to be employed for the work, and to hand over (once only for each employee) a copy of valid proof of identity and, upon request, payroll records (before the employee commences work);
 - d. to hand over a man-days register, which states for each employee the name, full address, social security number, date of birth and number of hours worked on which date(s);
 - e. to strictly comply with all obligations relating to the Contractor's employees;
 - f. to strictly perform all statutory obligations with respect to the payment of social security contributions and wage tax related to the work assigned to him and, furthermore, to strictly observe the applicable Collective Labour Agreement;
 - g. to automatically provide a periodic statement with respect to the payment of wage tax and social security contributions, as referred to in the guideline(s) established within the framework of the Wages and Salaries and Social Security Contributions (Liability of Subcontractors) Act;
 - h. if so required, the Contractor will prepare weekly reports according to a model approved by the Client and offer the weekly reports, completed and signed, for the Client's approval every week;
 - i. if the Wages and Salaries and Social Security Contributions (Liability of Subcontractors) Act is applicable, the Contractor is obliged to set up its administration in such a way that the following information can be retrieved instantly:
 - the agreement or the content of the agreement on the basis of which the Contractor has performed the work;
 - the data/information concerning the fulfilment of the obligations under the agreement including a record of the persons engaged and the days/hours during which those persons carried out the work;
 - all payments made under the agreement.

- j. to set up its administration with due observance of the guidelines of the Social Security (Coordination) Act.
 - k. to provide the Client, upon request and without charge, with all information required for the accounting records of the Client or its Principal;
 - l. if the Wages and Salaries and Social Security Contributions (Liability of Subcontractors) Act is applicable, the Contractor is obliged to have at its disposal the original escrow account agreement and to show this at the Client's request. This is not necessary if, on the basis of article 15.4., parties are agreed that the Client will make payments direct to this account.
- 18.2 If the Contractor has not, or not yet, complied with the obligations of paragraph 1 above, the Client will only be obliged to make any payment after he has received and processed the missing data, and/or the Contractor has complied with his other obligations.

Article 19: Organisation of the work

- 19.1 The Contractor is obliged to exclusively observe the Client's directions and instructions.
- 19.2 The Client is authorised to deny the Contractor's employees access to the work or to arrange for their removal on account of unsuitability, disorderly conduct, misconduct, etc., without any liability for reimbursement of costs.
- 19.3 The work and break times at the work site and the rest days or public holidays, vacations or other days off recognised nationally or at the location of the work site, prescribed by public authorities or pursuant to any Collective Labour Agreement, will also apply to the Contractor and the employees who execute work at the work site. The Contractor may not recover any losses arising from this from the Client. This provision also applies by analogy if the Contractor's services cannot be used on account of a strike or other circumstances affecting the Client or third parties;
- 19.4 Unless otherwise agreed, the Contractor will ensure, from commencement to completion of the work, that there is a regular foreman at the work site, with whom it is possible to make both organisational and technical arrangements. His name must be known to the persons or parties designated by the Client.
- 19.5 The Contractor must provide his employees with the appropriate means of personal protection and supervise the correct use thereof. Any costs arising from this will be borne by the Contractor.
- 19.6 Any required insurance as well as the excess (own risk) of any CAR policy which may have been taken out with respect to the work site, will be for the Contractor's account.
- 19.7 The Contractor will ensure that manpower levels for the execution of the work are fully in line with the planning schedule established by the Client so that other work does not suffer delay. If the Client alters the planning/progress of the work, the Contractor is obliged to adjust manpower levels accordingly. Manpower changes are only permitted following the Client's approval.
- 19.8 As prescribed by the Motor Insurance Liability Act, the Contractor is obliged to ensure that all machinery and equipment supplied by him and subject to the WAM is appropriately insured. With respect to any machinery and equipment subject to the WAM which is rented by the Contractor, it must be proven to the Contractor's own satisfaction that the aforementioned insurance requirements are fulfilled. Moreover, the Contractor must have adequate insurance for the risks of working with any machinery and equipment that is subject to the WAM.
- 19.9 With respect to cables, conduits and other overground and subterranean utilities belonging to third parties, the Contractor will at all times continue to be obliged to arrange for the determination of their location. The Contractor must inform the Client immediately about any damage.
- 19.10 Any required equipment such as scaffolding, hydraulic platforms, hoisting devices and smaller materials, including hand tools, measuring equipment, mobile scaffolding, ladders and stepladders etc., must be arranged by the Contractor and included in the total price.
- 19.11 If work has to be done on, or to, parts of the work site which have already been completed, such as plastered walls, tiling, paintwork etc., the Contractor must take protective measures to prevent damage and/or soiling, and any damage and/or soiling which is detected on the completion of the work will be deemed to have been caused by the Contractor in violation of the aforementioned obligation.
- 19.12 On completion of the work, the Contractor will deliver the work broom clean and leave behind a clean work site.

Article 20: Invoicing

- 20.1 The Client will only approve an invoice for payment after the work, or the part to which the instalment pertains, has been completed to the Client's satisfaction. The invoice must satisfy the formal requirements set out in article 20.2.
- 20.2 The invoice must fulfil the statutory requirements set forth in the Dutch Turnover Tax Act. The invoice will at any rate state the following details clearly and in an orderly fashion:
- a. the date of issue of the invoice;
 - b. a sequential invoice number which permits easy identification of the invoice;
 - c. the Client's name and address;
 - d. the Contractor's name and address;
 - e. the number of the agreement to which it pertains;
 - f. the work site and the location(s) at which work has been carried out and to which the invoice pertains;
 - g. the time period and the contracted performance to which the invoice pertains;
 - the number of man-hours worked, the total wage costs and, if the Wages and Salaries and Social Security Contributions (Liability of Subcontractors) Act applies, a separate statement showing the percentage of wage costs withheld;
 - h. an indication of whether reverse-charge arrangements with respect to turnover tax are applicable; if this is not the case, the amount of turnover tax;
 - i. the VAT identification number of the Contractor who has delivered the Product or Service;
 - j. the VAT identification number of the Client, if responsibility for payment of VAT has been transferred (reverse-charged) to the Client;
 - k. the invoice amounts, split according to tax rate and subsequently subdivided into unit prices; any discount applied must be shown.

Article 21: Legislation and regulations

- 21.1 The Contractor is deemed to be familiar with and is required to comply with all legislation and other regulations, stipulations and provisions, including the Buildings Decree and the Building Materials (Soil and Surface Waters Protection) Decree which the Client must observe pursuant to the contracting agreement concluded by it, in executing the work which forms part of this agreement.
- 21.2 The Contractor undertakes to observe and comply with all regulations, stipulations and provisions, including building sites regulations, the Working Conditions Act, safety legislation, the Environmental Management Act, in so far as they pertain to the delivery to be made and the work to be executed, also including those with respect to safety and working conditions and those pertaining to nuisance to and/or hindrance

of third parties. The Contractor will procure any permits and take all safety measures necessary in connection with the delivery to be made and the work to be carried out.

Article 22: Execution by third parties

- 22.1 Without prior written permission from the Client, the Contractor may not transfer or subcontract the order, or any part of it, nor the execution of it to another party.
- 22.2 If the Contractor, having obtained permission, assigns the work, or any part of it, to a third party, he will immediately draw up a written agreement to this end; the terms of this agreement will form an integral part of that subcontracting agreement. The provisions of the subcontracting agreement may not be in conflict with the provisions of the agreement entered into between the Client and the Contractor. By analogy, the Contractor will hereby take the Client's legal position as Principal and the third party that of the Contractor.
- 22.3 Transfer/subcontracting will not affect the Contractor's obligations under the agreement with the Client.
- 22.4 Without prejudice to the provisions of articles 22.1, 22.2 and 22.3, the Contractor is not authorised to deploy any employees for the work before the Client's permission has been received in writing. In the event that the work is subcontracted, or workers are hired in, as referred to above, the Contractor is obliged to comply with the administrative regulations of the Liability of Recipients, Subcontractors and Clients Implementing Regulations 2004