

General Purchase Conditions TBI Holdings B.V.¹

Article 1 General

- 1 The following concepts are used in these general conditions of purchase:
- *General Conditions*: the general conditions of purchase under consideration;
 - *Employment Related Agreements*: all conditions regarding wages owed to Workers;
 - *Order*: a contract of purchase or order, as well as a contract of work or any other agreement concluded between the Client and the Contractor;
 - *Client*: a TBI firm that is a group company of TBI Holdings B.V.;
 - *Contractor*: the natural person or legal entity with whom Client has concluded a contract of purchase or order, as well as a contract of work or any other agreement based on which the characteristic performance will be supplied by the Contractor;
 - *Principal*: the natural person or legal entity with whom Client has concluded a contract of purchase or order, as well as a contract of work or any other agreement based on which the characteristic performance will be supplied by the Client;
 - *Worker(s)*: worker(s) and third persons the Contractor engages for the execution of the Order;
 - *Payroll tax and social security premiums*: the combined wage tax, contributions social insurances, contributions employees insurances, and income-related contribution for the Healthcare Insurance Act (Zorgverzekeringswet).

2 These General Conditions apply to all Orders and to any request for quotation made to a potential Contractor that may result in an Order to be issued by the Client. The quotations Contractor submits are binding for the term mentioned in the quotation, being at least three (3) months. The Order issued by the Client has to be signed by the Contractor and returned to the Client by return of mail. However, if, within eight (8) days after the date of the Order, the Contractor does not express its intention in writing not to accept the Order, the Order is deemed to have been accepted.

3 In case of a contract of work the Uniform Administrative Conditions for the Execution of Works and Technical Installation Works 2012 (Uniforme Administratieve Voorwaarden voor de uitvoering van werken en van technische installatiewerken 2012) also apply, unless otherwise stated in the Order or in the relevant specifications.

4 Every Order will be granted by the Client subject to the suspensive condition of the conclusion of the underlying contract between Client and Principal on which the characteristic performance supplied by the Contractor will be based.

5 The application of general conditions of sale or terms of delivery or any other conditions that the Contractor uses or that tend to apply, are rejected by the Client, unless and to the extent that the Client has expressly accepted their applicability in writing.

- 6 After the Order has been granted Contractor will make available to Client immediately:
- A copy no older than three (3) months of the registration of the Contractor with the Chamber of Commerce;
 - If the Contractor is self-employed and Client is not legally obliged to withhold Payroll tax and social security premiums from the payment to the Contractor and/or pay Payroll Taxes and social security premiums over the payments made to the Contractor: documentation of the Tax Administration that sufficiently proves this;
 - If Client is severally liable under the Collection of State Taxes Act 1990 (Invorderingswet 1990) for *Payroll tax and social security premiums* of the Contractor:
 - the tax identification number of the Contractor;
 - a copy of the G-account agreement of the Contractor;
 - documentation regarding the Workers that will work on the project stating name, address and place of residence; date of birth; citizen service number (BSN/sofinumber), nationality as well as the type of identity document, its number and the date of expiration of the document with which the Contractor identified the Worker;
 - copies of the A1-forms for any Worker of foreign nationality on the project in case the charges of social services premiums have been assigned to their countries of residence;
 - always at the request of the Client but at least once a quarter at the Contractor's own initiative: an original statement regarding its payment

- behaviour towards the Tax Administration not older than one (1) month;
 - always at the request of the Client: payrolls of the Contractor;
- d. If Contractor during the execution of the Order employs Workers from Croatia or born outside the EEA/Switzerland:
- copies of a valid identity document of the Workers concerned;
 - copies of the documents of these Workers that show their legally valid residence permit or a proof of notification of the Employee Insurance Agency (UWV-Werkbedrijf) as intended in the Decree Implementing the Law on Employment of Foreign Nationals (Besluit uitvoering Wet arbeid vreemdelingen).

The Contractor will make this information available to the Client before it allows the Worker(s) to begin work.

The Contractor makes sure that any changes made to the data described in a. to d. will be reported to the Client immediately. If the period of validity of statements and documents described in a. to d. expires Contractor will immediately submit a replacement document or copy to the Client.

7 Contractor may not make an offer or quotation to the Principal for work or deliveries already part of or related to the Order, even when related to extensions or changes in the Order. Contractor may not make any arrangements or agreements with the Principal without involving the Client regarding any matter concerning the Order. Orders or instructions from the Principal will only be executed by the Contractor after explicit and prior given written permission or authorisation by the Client.

Article 2 Integrity, Corporate Social Responsibility

1 When executing the Order the Contractor and its Workers will comply with the standards of the most recent version of the Company Code of the Foundation for the Assessment of Integrity in the Construction Industry (Stichting Beoordeling Integriteit Bouwnijverheid) or comparable. Contractor will refrain from any anti-competitive action or behaviour and vouches for the quotations and offers made to the Client being made without any private contact or agreements with suppliers, contractors, subcontractors and/or other parties that limit, obstruct, or tamper with competition or that may do so.

2 On first request of the Client the Contractor will provide - at its own expense - a CO₂ emission inventory for the year in which the work covered by the Order took place as well as the preceding year. This statement must be in compliance with the ISO 14064-1 and/or the Greenhouse Gas Protocol (GHG protocol).

3 Client respects the Guiding Principles on Business and Human Rights of the United Nations ("Guiding Principles"). Contractor is requested to take note of the contents of the Guiding Principles. Contractor respects the Guiding Principles and ensures that these are complied within its company.

4 Contractor vouches for the compliance in the chain of its own suppliers and subcontractors with both the code of conduct regarding integrity as well as the Guiding Principles. Client is authorized to audit both the Contractor and its chain of contractors and suppliers to check compliance with Article 2. Contractor will collaborate with such an audit and will also ensure its subcontractors and suppliers cooperate as well.

5 Contractor will impose this Article 2 as a perpetual clause on its own subcontractors and suppliers.

Article 3 Laws, acts, regulations, permits and licenses

1 Contractor is expected to be acquainted with all legal and other regulations and stipulations that apply to the execution of the Order, regarding safety, the environment, working conditions and wage rates and payments, and Contractor is obliged to take all required measures to observe such regulations and stipulations.

2 The Contractor at all times will follow any instructions given by the Client or the competent authorities concerning the compliance with legal and other regulations and stipulations.

3 Contractor will indemnify and hold the Client harmless from third-party liability without any reservation for all damages and costs and any other detrimental consequences of any type that occur because the Contractor omits to take measures to comply with legal and other regulations and stipulations, or because the Contractor does not follow the instructions given by the Client or the competent authorities.

4 Contractor has to obtain timely any necessary public and private licenses/permits, releases and all other orders that are prescribed for or connected to the execution of the Order.

- 5a. If, within the scope of the Order and for its realization, the Contractor will edit or process any personal data of one or more Workers Contractor guarantees Client that these data will be processed or edited in keeping with the applicable legislation regarding collection, storage, disclosure, use, destruction and protection of personal data.
- 5b. Contractor is also obliged to help Client or provide full collaboration to Client to meet all its obligations as "Responsible Party" in the sense of the Personal Data Protection Act (Wet Bescherming Persoonsgegevens). This collaboration includes closing a separate agreement to process, based on a template text of the Client, as the occasion arises.

Article 4 Data

1 All drawings, designs, models, specifications and other data that the Contractor receives from the Client for the preparation or execution of the Order remain the property of the Client.

2 All data that the Client makes available to the Contractor must be checked by Contractor immediately after receipt for correctness and completeness. The Contractor must inform the Client at once in writing after finding any incorrectness or incompleteness. If and as far as Contractor has not informed the Client in writing at the latest when submitting the quotation of any errors or omissions, the Contractor is deemed to have accepted without reservation the correctness and completeness of the information submitted to the Contractor, and all consequences of using incorrect or incomplete information will be for the account of the Contractor.

3 The information made available to the Contractor by the Client may not be used by Contractor or others for any other purpose than for the preparation and execution of the Order.

4 After the execution of the Order the Contractor must on first request return to the Client all information provided, including any digital copies, copies and/or photo copies, without any delay.

5 With regard to all means and products the Contractor received from the Client, the Contractor vouches having all data and information available that may affect the completion of the work or project, including though not limited to obtaining and/or keeping Statements of Conformity and/or CE certificates for used or processed items and products. The Contractor will properly store the data and information during the period of time indicated in the applicable European and national regulations and submit to the Client on first request.

Article 5 Price, contract sum

The price of the contract or building sum agreed on with the Contractor is fixed. Alterations in costs of materials or wages or taxes owed by the Contractor or any other costs will not be charged to the Client, unless stated otherwise in the Order. The Contractor must provide Client with a specification of wages and costs of materials on first request, also if no risk regulation (risicoregeling) applies.

Article 6 Building and other materials

1 Material supplied by the Contractor must meet the following criteria:

- the description and/or specifications that the Client issued to the Contractor;
- the reasonable expectation that the Client may have of the materials with regard to their properties, quantities, quality and/or reliability.

2 Unless otherwise stated in the Order the delivery of materials will be "Delivered Duty Paid" as intended in the latest version of Incoterms, and unloaded by or on behalf of the Contractor at the address of the work location specified by the Client.

3 Delivery of materials will be after consultation on the time and date, but always within the agreed time of delivery. Delivery and unloading of materials outside normal working hours is not possible without permission of the Client. If the Client is not able to receive the materials the Contractor will provide storage and security free of charge, in close consultation with the Client, until delivery can be arranged.

4 The ownership of goods will be transferred to the Client the moment goods are delivered on the work location. The ownership and risk of materials that are rejected are assumed never to have been transferred to the Client, unless Client has expressly indicated to the contrary.

¹ These general conditions are used from February 2017 by all group companies of TBI Holdings B.V.

5 Each consignment must have a packing list and consignment note, with the number of the Order, and as far as applicable the relevant handling, processing, connection, operation and maintenance instructions. For every shipment of dangerous substances the Contractor has to submit to the Client a product information sheet with instructions for Personal Protective Equipment that must be used and describing the provisions that must be taken for environment, safety, health and hygiene and in case of accidents, fire or other calamities. Unless the Order states otherwise all of these regulations must be written in Dutch. Dangerous substances must be stored as defined in the latest version of the Publication Series on Dangerous Substances (Publicatiereeks Gevaarlijke Stoffen (PGS)) as determined by the PGS Program Council.

6 Contractor guarantees that the composition and properties of the materials that are delivered and/or used meet the requirements for environment, safety, health and hygiene; to prove this Contractor will submit to the Client on first request a quality statement of a recognized authority. The Contractor is liable for all damages the Client may suffer if Contractor fails in this matter; also Contractor will indemnify and hold harmless both Client and Principal against all claims of third parties that may be lodged as a consequence of such failure.

Article 7 Workers of Contractor

1 Workers are under the management, supervision and responsibility of the Contractor. Contractor will see to it that an authorized representative is present on site to actually supervise the Workers working for the Contractor and who is fluent in Dutch.

2 In case of misconduct or unsuitability of one or more Worker(s) or if one or more Worker(s) refuse(s) to follow regulations or instructions regarding safety, working conditions, order or environment the Client is entitled to refuse this/these Worker(s) access to the site or to remove them from site. Should this happen Contractor will be obliged to provide a reliable replacement of the Worker(s) concerned immediately, without any obligation for the Client to compensate the Contractor for costs ensuing from these replacements.

3 Working time and rest breaks on site, general and local public holidays as well as holidays or other collective days off mandatory by law or due to a collective agreement the Client must observe will also be respected by the Contractor. Contractor cannot hold the Client liable for any extra costs arising from this.

4 The Client needs to be informed without delay both in writing and orally about all accidents or near-misses on site that involve Workers, or that were observed by Workers.

5 During the execution of the work Workers must be able to show their identity documents on first request; Workers from Croatia or born outside the EEA/Switzerland must also show the document illustrating the possession of a legally valid residence permit. Contractor will see to it that Client can fulfil its legal obligations to determine the identity of Workers and if any of them work as an illegal alien in our country.

6 Work for the Order may not be stopped without the prior written consent of the Client.

7 Contractor is obliged to duly meet its legal obligations regarding contribution of Payroll tax and social security premiums and Sales tax linked to the Order granted to him as well as the applicable legal provisions, including, but not limited to the Labour Act for Foreign Nationals (Wet arbeid vreemdelingen), the Act on Combating Show Arrangements (Wet Aanpak Schijnconstructies), the Posting of Workers by Intermediaries Act (Wet allocatie arbeidskrachten door intermediairs), Terms of Employment Posted Workers in the EU Act (Wet arbeidsvoorwaarden gedetacheerde werknemers in de EU) and the provisions of the collective agreements and other obligations towards or with regard to the Workers.

8 Contractor will register in a clear and accessible manner all Employment Related Agreements. On first request Contractor will provide the competent authorities and the Client access to the Employment Related Agreements if the Client deems this necessary because of prevention and/or processing of a wage claim regarding work performed for this Order.

9 On first request Contractor will unconditionally collaborate with all inspections, including checks, verifications, audits and wage validations that the competent authorities and/or the Client consider useful to verify the settlement of wages owed for the benefit of Workers. On first request Contractor will provide unconditional access to the place of storage of the information.

10 If the Contractor wishes to engage third parties in the execution of the Order the Contractor will inquire of

the unions and competent authorities if there is any information regarding underpayment by these parties they wish to engage. Contractor will record his findings and will grant leave to inspect these documents to the competent authorities and Client on first request.

11 If the Client has met a wage claim that was awarded or owed under article 7:616b Dutch Civil Code and wants to recover this from the Contractor, the Contractor is obliged to pay these claims on first request, failing which the Client is entitled to withhold the amount from the first upcoming instalment or to recover in some other way.

12 All penalties imposed on or announced to the Client, the Principal and third parties by the Inspectorate of the Ministry of Employment (Inspectie SZW) that are related to the deployment of Workers for not complying with the relevant legal provisions, including but not limited to the Labour Act for Foreign Nationals (Wet arbeid vreemdelingen), the Act on Combating Spurious Labour Contracts (Wet Aanpak Schijnconstructies), the Posting of Workers by Intermediaries Act (Wet allocatie arbeidskrachten door intermediairs), Terms of Employment Posted Workers in the EU Act (Wet arbeidsvoorwaarden gedetacheerde werknemers in de EU) that can be attributed to the Contractor will be for the account of the Contractor, unless the penalty is imposed on the Client due to the Client not complying with these provisions either on purpose or with gross negligence. The penalties imposed or announced to the Client can be claimed immediately and can be offset against any debt-claim the Client has on the Contractor.

13 Unless otherwise stated in the additional conditions that are part of the Order the Workers on the building site must work in compliance with a safety management system that was certified under the Safety Checklist Contractors (Veiligheid, gezondheid en milieu Checklist Aannemers) or under regulations that the Client considers equal.

14 In case of temporary work or posting of Workers elsewhere the Contractor must have a VCU- certificate (Safety, Health & Environment Checklist for Intermediaries) (Veiligheid en Gezondheid Checklist Uitzendorganisaties).

15 Unless otherwise agreed the Contractor is not allowed to employ members of staff of the Client directly or indirectly, have them perform work in another way for Contractor or approach these members of staff for a position elsewhere.

Article 8 Equipment

1 Unless otherwise described in the Order the Contractor has to ensure that all tools, personal protective equipment and other equipment necessary for the execution of the work are maintained in a professional way.

2 Contractor is obliged to demonstrate to the satisfaction of the Client that all tools of Contractor and other equipment is in good condition and meets all applicable safety requirements. Contractor ensures that the inspection certificates and/or comparable documents regarding the tools and/or equipment are on the work location.

3 Client is not obliged in any way to look after or insure tools, equipment or other belongings of Contractor or its Workers and Client does not accept any risk of damage or loss thereof.

4 The loading and unloading necessary for the execution of the Order, including horizontal and vertical transport, has to be executed by the Contractor at its own risk and for its account, unless the Order states otherwise.

5 The equipment that the Client makes available to the Contractor remains the property of the Client at all times. Except with the express prior written permission of the Client the Contractor is not allowed to remove from site or to use equipment that belongs to the Client or have third parties use the equipment other than for the execution of the Order.

6 Equipment that the Client owns, must be checked by the Contractor on receipt. The Contractor must inform the Client at once if any deficiencies are discovered. If no deficiencies are reported the equipment is deemed to have been in good order when the Contractor received it. All equipment of the Client must be used and maintained appropriately by the Contractor. As long as equipment of the Client is managed by the Contractor, the Contractor will be liable for loss or damages. This risk has to be insured by the Contractor for its own account.

7 After the execution of the Order the Contractor has to return all equipment belonging to the Client without delay and in good order.

Article 9 Execution

1 The Contractor will regularly and thoroughly report in writing about the progress of the execution of the work, this at the instigation of the Client.

2 At least one Worker authorized by the Contractor must be present on location to represent the Contractor in all matters about the realization of the Order. He will check in and out on behalf of the shift with the Construction Supervisor or assemble staff on site at the start or end of the work. Contractor will also assign a Worker with the task of attending the construction team meetings, the work meetings and any other meetings on behalf of Contractor.

3 The electrical energy the Contractor needs to realize its share of the Order will be made available by the Client unless the available capacity on the building site is exceeded. The Client is never liable for the consequences of power failures or the shutdown of the energy supply on the work location.

4 The Contractor is not allowed to set up its own canteen, storage, bathroom or any other building unless it has obtained prior written permission from the Client.

5a. The Client and Contractor will stimulate the reuse of materials and to limit the quantities of waste and waste flows as much as possible;

b. Contractor is obliged to keep the work site clean during the work and has to hand over the site clean when the work is completed. Contractor must process packaging, rubble and other waste in conformity with the regulations and the legal provisions as described in the Health and Safety Plan (V&G plan) of the Client, including and especially the environmental decrees;

c. Prices of the Contractor listed in the Order include costs of separate waste disposal and/or processing, removal and/or storage of all waste material that results from the work of the Contractor;

d. Contractor must use lockable skips, bins etc. for the removal, processing or storage of waste material that is the by-product of its deliveries or activities and these are for its own account and risk;

e. Contractor is obliged to submit copies of the event forms to the Client in the framework of the Environmental Protection Law (Wet Milieubeheer). Client is entitled to suspend payment until the obligations ensuing from the current environmental laws have been met;

f. Dangerous waste needs to be disposed of at all times by Contractor at its own account and risk and following all legal requirements;

g. If waste is not removed on first request of the Client, Client is free to remove the waste or have it removed by third parties for the risk and account of the Contractor.

6 All instructions the Contractor receives from Client regarding the execution of the Order must be followed without any reservation.

7 No civil and constructive provisions like groundwork, relevant civil recesses, etc. is allowed without permission of the Client.

8 If the Order includes drawing work or calculations the execution of the Work by the Contractor may not begin before the drawings or calculations have been approved by Client.

9 The H&S plan (V&G plan) that will be drawn up for the work location in compliance with the applicable legislation will be followed by the Contractor without reservations and Contractor is also obliged to follow without surcharges all instructions the coordinator who supervises the compliance with the plan on behalf of the Client issues.

10 If the Contractor is expected to write an H&S plan that is in compliance with the applicable legislation this has to match with the H&S plan of the Client as much as possible and will on no account conflict with this document. Before starting work by the Contractor the Contractor's H&S plan must be submitted for review to the Client.

Article 10 To contract out work

1 The Contractor may not have third parties execute the Order the Client granted either completely or partially unless Contractor received prior written permission from Client.

2 Contractor remains responsible at all times for activities or deliveries that the Contractor with the permission of Client has executed by a third party.

3 Should it occur that Contractor is unable to meet its payment commitments towards a third party who the Contractor had taken on to execute the Order granted by

the Client completely or partially, then Client may pay this third party the amounts owed by the Contractor directly. In such a case the Client may set off all payments made against any payments the Client may owe to Contractor now or in future.

4 In covenants with third parties that the Contractor has taken on with the permission of the Client, to execute (part of) the Order granted by the Client or from whom Contractor hires temporary staff, the Contractor vouches that these General Conditions will be applicable to that agreement as well.

Article 11 Contract variations

1 If Contractor is of the opinion that contract variations occur Contractor must immediately report this to Client in writing, quoting the consequences in time and money. The execution of such work may not begin before an additional Order has been issued in writing, unless the Client or its representative expressly state that the execution of the work does not brook delay and the work must be started.

2 The sole change of a schedule, work diagram or construction schedule does not entitle Contractor to reimbursement of change order work.

3 Contract variations and/or other deviations from the Order, also if this is a cutback or improvement, will only be considered if they have been reported by the Contractor in advance and have been ordered in writing by the Client.

Article 12 The start, the duration and the completion of the work

1 The date of execution or completion stated in the Order is binding, on the understanding that the Client is at all time entitled to prolong this date of completion until a further to be defined point in time. The Order must be executed expeditiously by Contractor, in accordance with the schedule agreed on with Client and for this purpose Contractor at all time must have at its disposal sufficient professional Workers and sound equipment.

2 If it is not possible to start with the execution of the Order at the specified time Client is not liable for the consequences of such a delay, no matter the cause, nor is it liable for interim changes in the schedule, work diagram or construction schedule or any other delays in the realization of the Order. In no case does Contractor have the right to terminate the Order for any of these reasons.

3 The consequences of unworkable weather remain for the account of the Contractor.

4 Client must be informed at once about any (impending) stagnation in the execution of the Order or of any (impending) excess of the point in time when the Order has to be completed or commissioned. If such a stagnation or excess is due to circumstances that can be attributed to the Contractor, the Contractor is to be considered to be in default by operation of the law and Client has the right to either set a further date when Contractor must meet the obligations or Client can terminate the Order based on Article 21 of these General Conditions. Contractor will do its utmost (including but not limited to overtime work of Workers and/or employ extra Workers) to prevent the (impending) stagnation or to avoid the consequences as much as possible on first request of Client.

5 If stagnation in the progress of the Order or the delay in the completion of the Order is due to circumstances that are the responsibility of the Contractor the Client has the right to recover the damages the Client or others may suffer from the Contractor. These damages include the discounts or penalties described in the specifications that Client may get from or because of the Principal.

6 Contractor must hand over maintenance and operating manuals as well as revision drawings to Client when the Order is completed at the latest. Installations must be in working order at completion and must be handed over fully adjusted and operational. This also applies to repaired and/or replaced installations as referred to in Article 14 sub 3 of these General Conditions.

Article 13 Inspection

1 The manner in which the inspection of delivered materials and/or the Order and parts thereof are inspected will be determined by the Client and/or by or on behalf of the Principal.

2 Client and/or Principal have the right to visit and/or test matters during the operation, manufacturing or storage if they so desire. In that case Contractor will see to it that Client has the facilities available that Client may reasonably require for the visit and/or test. Contractor may not derive any rights from the results of such a visit

and/or test. Costs of the test are for the account of the Client if the materials are as required in the Order; if not then these costs will be for the account of the Contractor.

3 If items are rejected the Client will inform the Contractor without delay. At the request of Client Contractor will immediately repair or replace the rejected material and/or work or parts thereof without the Client having to pay any extra compensation, without prejudice to the obligation of Contractor to indemnify Client or third parties for damages, including delays. If materials are damaged repair is an option besides replacement, however only after the written approval of the Client.

4 If material and/or the work or a part of the work is rejected Client has the right to suspend payment of the contract price or part thereof related to the rejection, without prejudice to the Contractor's obligation to indemnify Client for damages Client has suffered or will suffer as a result of the rejection of the material and/or work or a part thereof.

5 Contractor will remove and dispose of materials that were rejected on first request and for its own account.

6 In default of removal/reparation of the rejected items Client is entitled to have these items returned or repaired for the risk and account of the Contractor. If the occasion arises Client is also entitled to terminate the Order issued to Contractor based on Article 21 of these General Conditions.

7 In case of approval Contractor is not exempt from any warranty obligation or liability.

Article 14 Warranties

Contractor guarantees towards Client as well as Principal that the Order will be executed by the Contractor meeting all requirements of good and sound work in accordance with the Order and the relevant specifications and taking all other applicable requirements, standards and regulations into account. All materials Contractor has to supply or process must be new and of good quality, free of design errors, manufacturing, assembly or material failures and must be the same as the samples issued to the Client and fit for the intended use; they must also meet the requirements in the applicable legal, contractual and/or other regulations, for instance the Building Materials Decree (Bouwstoffenbesluit).

2 If the Order of the Client or the relevant specifications do not specify a time limit and/or starting day a warranty of twelve (12) months after completion of the project to the Principal applies, for the materials and/or services or work executed for the Client.

3 All defects discovered or noted by the Client will at once be remedied by Contractor for its own account. Instead of repair Client can also demand replacement. If Contractor does not fulfil these obligations Client is entitled to have repair or replacement carried out by a third party without any reminder. In case of repair or replacement the relevant term of guarantee will begin again for the full duration and it will no sooner begin than after the repair or replacement has been completed.

4 Warranty statements required by the Order and/or the specifications must be handed over to the Client on delivery on site if these are materials not installed on the work location. In case of a contract of work concepts of the warranty statements must be issued to the Client at the latest at begin work for assessment and approval. Client is entitled to suspend any payment (or instalments) of the price or contract sum agreed upon with Contractor and all payments Client still owes Contractor on any account until Contractor has fulfilled its obligations for this matter.

5 The maintenance periods that apply to that part of the work or project that Contractor executed continue until the maintenance periods that issue forth from the agreement between Principal and Client have expired.

Article 15 Liability, insurances

1 Client can claim reimbursement for all damages due to defects in the materials supplied by the Contractor or for work Contractor executed or of any other shortcoming that can be attributed to Contractor, including any penalty imposed on Client by Principal or a legal body in connection with a shortcoming that can be attributed to the Contractor's execution of the Order.

2 Contractor is also liable for all damages resulting from failures made by Workers. Client will be indemnified by Contractor against all claims by third parties made against Client in connection with failures made by Workers, including claims by the Principal.

3 Contractor must take out a sound insurance for its own account that covers the legal and contractual liability for damages that may be the consequence of the execution of the Order. On first request of Client

Contractor will allow Client access to the policy and its conditions. In case Contractor is co-insured as the occasion arises under one of the insurance agreements Client or Principal has concluded Contractor is only insured for damages to the materials intended for the execution of its Order, at any rate for damages to items that the Customer is working on for the execution of its share of the project. Coverage under one of the insurance agreements of the Client or the Principal never includes the risk of damages or loss of tools or other material that is the property of the Contractor, nor damaging or loss of property of its Workers. The own risk will at all times or in case of co-insurance be for the account of the Contractor.

Article 16 Industrial and intellectual property

1 Contractor guarantees that the materials delivered or installed by Contractor do not infringe any industrial or intellectual property right of a third party and Contractor indemnifies Client against all claims by third parties that may be lodged in the matter of such an infringement.

2 Items and methods of work that Contractor developed with or by order of the Client will become the property of the Client and may not be made available to third parties other than with written consent of Client. The knowledge acquired during the development is solely at the disposition of the Client and will not be made known by Contractor to third parties or used for Contractor itself and/or third parties other than with prior written consent of Client.

Article 17 Invoicing

1 Parties strive for electronic invoicing as much as possible. The invoice must meet the requirements under the Turnover Tax Act 1968 (Wet op de Omzetbelasting 1968). Contractor must specify in any case the following data on the dated and numbered invoice:

- a. the complete name and address and place of residence of Client and Contractor;
- b. the bank account of Contractor;
- c. a description or name of the project, as well as the work location;
- d. the project number;
- e. the inquiry number, request for tender or order number;
- f. the VAT identification number the Contractor used for its performances;
- g. a statement if the reverse charge mechanism turnover tax (verleggingsregeling omzetbelasting) applies or not and if it does not the rate used and the amount of the turnover tax;
- h. if the reverse charge mechanism turnover tax applies: the VAT identification number of the Client;
- i. the quantity and nature of the goods supplied or the scope and the nature of the services rendered;
- j. the date on which the goods were supplied or the services were rendered or completed;
- k. if Client is severally liable under the Collection of State Taxes Act 1990 (Invorderingswet 1990) for the Payroll tax and social security premiums of the Contractor:
 - the tax identification number of the Contractor;
 - the G-account number of the Contractor;
 - the gross wage percentage of the invoiced amount.

2 In case of a contract of work or hiring of Workers each invoice must be accompanied by hour sheets using a previously agreed upon form with names and citizen service number (BSN/sofinumber) of all Workers that are employed on site by Contractor during the weeks as well as a work sheet, order sheet or production sheet signed by the works manager and site manager. Client is not obliged to pay invoices if these do not have the proper and signed forms and/or payment sheets attached.

3 If materials are delivered Contractor must issue on first request to Client a receipt signed by or on behalf of Client listing the materials supplied.

4 Every invoice must be cumulative, i.e. the invoice must state the overall amount the Contractor claims up to the date of invoice for the work executed so far. The amounts of the invoices that have been submitted earlier will be deducted from the amount. A separate invoice must be submitted by Contractor for any contract variations.

5 Processing invoices that do not meet all requirements as described in these General Conditions will be suspended until Contractor has issued all missing data.

6 Claims for payment of Contractor's invoices submitted later than six (6) months after completion of the work to Client will be deemed expired.

Article 18 Payment

1 Payment will only take place if Contractor met all obligations described in the Order and these General

Conditions and in so far as the work and/or services executed by Contractor have been approved by Client; unless otherwise agreed payment will take place within 60 days after receipt of the Contractor's invoice, however not before the Contractor signed and returned a second copy of the Order.

2 If Contractor is severally liable under the Collection of State Taxes Act 1990 (Invorderingswet 1990) for the Payroll tax and social security premiums of Contractor Client will only pay after Contractor showed on request that it paid the Workers involved in the work the wages they earned, as well as paying the Payroll tax and social security premiums it owes for these Workers. Client is always entitled to pay Payroll tax and social security premiums and Turnover taxes for which it is severally liable under the Collection of State Taxes Act 1990 (Invorderingswet 1990) to Contractor by transferring the money to Contractor's G-account. Without prejudice to the previous Client is at all times entitled to withhold the amounts listed above in Payroll tax and turnover tax of the contract sum for subcontract work and pay directly to the Tax Administration on behalf of the Contractor. If Client pays these amounts Client acquits itself of its obligations towards Contractor. Money that Client transferred to the G-account of Contractor may only be used by Contractor for payments to the Tax Administration or payments to the G-account of one of its subcontractors to whom Contractor subcontracted part of its share in the work. For the period of time that Client may be held liable for payments of Payroll tax and social security premiums or Turnover tax owed by Contractor, for which Client is severally liable under the Collection of State Taxes Act 1990 (Invorderingswet 1990) Client is entitled to postpone payments that Client owes Contractor on any account.

3 If Client is jointly and severally liable for the observance by Contractor of legal obligations regarding minimum pay and holiday allowance and collective labour agreements that apply towards or with regard to Contractor's Workers Client will only pay after Contractor showed on request that it paid the Workers involved in the Order the money they are entitled to.

4 Contractor states without any reservation that it renounces its right of retention or any other legal right to suspend his performance.

5 Client is entitled to settle amounts it owes to Contractor with any amount that Contractor may or will be able to claim on any account from Client, also if such a claim is not yet due and payable.

6 Contractor may only claim instalments or prepayments if this is expressly stipulated in the Order. All payments will be considered advances on the final account.

7 In case of bankruptcy of the Contractor, Client is entitled to suspend its payment obligations until Client received a statement of the Tax Administration stating that Client will not be held liable under the Collection of State Taxes Act 1990 (Invorderingswet 1990) due to Contractor and/or parties in the chain after it not paying off Payroll tax and social security premiums and Turnover tax. The trustee must see to it that the Tax Administration sends this certificate of indemnification.

8 Contractor indemnifies Client against all claims made by the Tax Administration and/or third parties regarding the owed but not paid payroll tax, turnover tax and/or mandatory contributions or obligations under a collective labour agreement by or on behalf of the Contractor and/or its subcontractors and, in case Client is obliged to settle said Payroll tax and social security premiums, Turnover tax and/or mandatory contribution Contractor will compensate Client fully and also reimburse Client for any costs it incurred, increased with the statutory interest which accrued since the time of the payment.

Article 19 Ban on transfer and pledging

Claims that Contractor has or will have on Client may not be transferred or pledged. This clause has the effect of the law of property (goederenrechtelijke werking).

Article 20 Security

Client is entitled to require from Contractor that Contractor will provide security to the satisfaction of Client for meeting its obligations under the Order.

Article 21 Termination

1 In case the Contractor attributably fails to meet its obligations under the Order issued by the Client, Client has the right to terminate the Order granted to Contractor, either completely or partially without serving any previous reminder or notice of default, by means of a single written statement addressed to Contractor.

2 In case of termination Client can claim indemnification for all damages Client suffered or may suffer on that

account. Damages will include the extra costs Client must pay to have the Order originally granted to the Contractor executed or completed by a third party. Client may deduct damages the Client can claim indemnification for from the payments Client owes the Contractor. All payment obligations of the Client are suspended until the amount Client can claim from Contractor as a consequence of the termination of the Order has been determined.

3 Client is never obliged to pay any indemnification or compensation due to the termination of the Order granted to the Contractor.

4 If the Order is terminated Contractor is obliged to take back materials Contractor delivered but that Client can not use due to the termination, as soon as possible but in any case within a month of the termination, with restitution of all payments Contractor may have received from Client.

5 The conditions in this Article also apply if the Contractor has applied for suspension of payment or bankruptcy, or requests for the assignment of one or more intended trustees (silent administrator), or a third party lodges a petition for bankruptcy, the Contractor is granted suspension of payment or declared bankrupt or if the Contractor closes down the business, liquidates or transfers or assigns its company to a third party, and solely the first and third condition in this Article apply if the project is terminated while still incomplete or the contract with the Principal is terminated for any reason.

Article 22 Advertising and publication

Contractor is not allowed to advertise on or around the building site and to place commercials including publications on social media, without the prior written permission of Client.

Article 23 Confidentiality Contractor will treat data, information and knowledge and any other particulars related though not limited to the Order or Client and which Contractor has been given in connection with the Order with the strictest confidentiality.

Article 24 Order of precedence

Should not only these General Conditions apply to the Order granted to the Contractor but also the UAV 2012 or UAV 1989 and/or the UVATI 1992 and there are conflicting provisions, the conditions of the Order take precedence over these General Conditions and these General Conditions take precedence over the UAV 2012 or UAV 1989 and/or the UVATI 1992. In case of mutually conflicting clauses between the UAV 2012 and UAV 1989 and/or UAVTI 1992 the former shall prevail.

Article 25 Nullity

If one or more clauses of these General Conditions are null and void or nonbinding this shall not affect the validity and applicability of any of the other provisions. Parties commit themselves to making arrangements in mutual consultation that will help approach the purpose of the non-binding clause as much as possible.

Article 26 Applicable law, disputes

1 The Order granted to the Contractor shall be governed by the Laws of the Netherlands. Should any clause of the Order or these General Conditions be contrary to imperative law this clause will be nonbinding, but the remaining clauses will be fully applicable.

2 All disputes that originate from the Order issued to the Contractor or of any further to be granted Order will be settled by arbitration in accordance with the statutes of the Arbitration board for the building industry (Raad van Arbitrage voor de Bouw), unless another arbitration service is specified in the Order. In that case this other service also applies to disputes that may arise between Contractor and Client. However, Client is qualified at all times to present a dispute to the competent Court, or as the occasion arises refer to the Court hearing applications for interim relief (Voorzieningenrechter) in order to obtain a provisional injunction in summary proceedings or the permission to take precautionary measures.

3 If and as far as Contractor is established abroad Client may (with the exclusion of Contractor) without prejudice to the previous, have disputes with Contractor settled by the competent foreign court.

4 If any dispute is decided in favour of the Client the Contractor is obliged to pay all legal and extrajudicial costs, including the costs of legal aid and those costs not awarded by the competent court.

The General Conditions were filed with the Chamber of Commerce under number 24144064 and came into effect February 2017.