

DNWG Groep N.V.
General terms and conditions of purchase



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PART I: GENERAL PROVISIONS

Article 1 Definitions

Services:

The performance of services and/or Work for the benefit of the Client, including supplying workers, and including completion.

Documentation:

All Dutch or English-language documentation pertaining to the Goods and/or Services, including without limitation (digital) drawings, designs, specifications, quality, inspection or warranty certificates, CE certificates, manuals, instructions, and all other documents necessary for use and/or maintenance.

Goods:

Goods and/or related Services.

Terms and Conditions of Purchase:

These General Terms and Conditions of Purchase of DNWG Groep N.V.

Client:

DNWG Groep N.V. and/or one or more of its group companies as referred to in Article 2:24b of the Dutch Civil Code. The Client's name(s) will be mentioned in the Agreement.

Supplier:

Any Supplier who makes an offer to the Client or with whom the Client enters into an Agreement.

Agreement:

Any Agreement between the Client and the Supplier which is subject to the Terms and Conditions of Purchase.

Employee Regulations:

Regulations employees Enduris.

Work:

All activities performed other than under an employment contract as commissioned by the Client, whether or not relating to the delivery of Goods.

Article 2 Applicability

- 2.1 The Terms and Conditions of Purchase apply to all requests, proposals, offers, (purchase) orders, order confirmations, agreements and other juristic acts relating to the delivery of Goods and/or performance of Services or Work by the Supplier to the Client.
- 2.2 Variations from and/or additions to these Terms and Conditions of Purchase are valid only if recorded in writing and signed by both parties.
- 2.3 The Supplier's standard terms of business, howsoever named, are not applicable.
- 2.4 In the case of any conflict between the provisions of the Agreement and these Terms and Conditions of Purchase, the provisions of the Agreement shall prevail.
- 2.5 In the case of any conflict between the Dutch version of these Terms and Conditions of Purchase and any translation into another language, the Dutch version shall be binding.

Article 3 Corporate social responsibility

- 3.1 The Supplier, its employees and any subcontractors, staff on loan or suppliers engaged by the Supplier warrant that in conducting their operations, in general, and performing the Agreement, in particular, they will comply with all relevant laws and regulations, including without limitation, regarding competition, the environment, welfare and working conditions. The Supplier, its employees and any subcontractors, staff on loan or suppliers engaged by the Supplier also warrant that they will not engage in any form of discrimination and/or corruption.
- 3.2 The Supplier must comply with the "DNWG Supplier Integrity Statement". The Supplier Integrity Statement will be provided to the Supplier on first request by the Client.
- 3.3 If, on the basis of an investigation, the Client concludes that the Supplier has failed to act in accordance with the "DNWG Supplier Integrity Statement", the Client will so notify the Supplier in writing, detailing the changes which must be implemented so as to comply with the "DNWG Supplier Integrity Statement", within a time period to be agreed jointly.
- 3.4 In the event of any failure to perform or comply with the "DNWG Supplier Integrity Statement", the Client may terminate the Agreement with immediate effect, in which case the Supplier will not be entitled to any compensation.

Article 4 Health & safety and the environment

- 4.1 The Supplier must provide as full information as possible on any health risks and environmental impact. This information is not limited and must include data on, amongst other things, raw materials, the product, the materials used for the product, packaging, user risks and the environmental impact at the end of the useful lives of the Goods.
- 4.2 The Supplier, its employees and any third parties engaged by the Supplier must comply with the statutory health, safety and environmental regulations, and with the Client's company rules on health, safety and the environment, if any.
- 4.3 The Supplier will be liable for any damage attributable to the Supplier caused by or in connection with any failure to comply with the foregoing provisions of this article.

Article 5 Offer and agreement

- 5.1 Offers and/or proposals for the delivery of Goods and/or the performance of Services or Work are irrevocable and free of charge. An offer must be valid for at least thirty (30) days, unless otherwise agreed in writing.
- 5.2 Verbal or written commitments or agreements made by or with a Client employee will be binding only if and as soon as confirmed in writing by a Client authorised signatory.
- 5.3 If the Supplier's offer or proposal is followed by a written purchase order, the Agreement will come into existence when the Client sends the purchase order to the Supplier. The purchase order will then be subject to these Terms and

Conditions of Purchase, unless otherwise agreed. In the absence of a purchase order, the Supplier will act entirely at its own expense and risk.

- 5.4 The Supplier will confirm the purchase order in writing within the period stated in the order.
- 5.5 In the case of a master agreement, the individual Agreements will come into existence each time the Client sends a written purchase order for the (partial) delivery as part of the master agreement.
- 5.6 Any specifications and/or Documentation supplied and/or approved by the Client prior to or at the time of concluding the Agreement will form a part of the Agreement.
- 5.7 The parties will communicate in writing by post, e-mail or fax, which they will accept as evidence.

Article 6 Changes

- 6.1 Changes and additions to the Agreement will be binding only if agreed in writing by the Client's and Supplier's authorised signatories.
- 6.2 The Client is required to pay for any extras only if it previously issued a written order for the work. The settlement of any deletions will be arranged in mutual consultation, unless otherwise agreed in writing.
- 6.3 If the changes and/or additions impact the agreed price and/or delivery time, the Supplier must so inform the Client in writing as soon as possible, but in any case within ten (10) working days of being notified of the requested change/addition. If the Supplier fails to inform the Client in a timely fashion or at all, the Supplier will be considered to have accepted the changes, and the agreed prices and other provisions of the Agreement will apply to those changes.
- 6.4 If, in the Client's opinion, the events described in the preceding paragraph of this article have an unreasonable impact on the price and/or delivery time, the Client may terminate the Agreement and/or withdraw the change/adjustment proposal without liability for compensation.

Article 7 Extension

- 7.1 Agreements are entered into for a fixed period of time and expire by operation of law. The Client will not accept any tacit extensions. The Supplier may contact the Client no later than two (2) months prior to expiry of the term in order to enter into a new Agreement and/or agree on a new term.

Article 8 Information

- 8.1 If the Client, in the Agreement or any schedules to the Agreement, refers to any technical, safety, quality or other regulations which have not been attached to the Agreement, the Supplier will be considered to be familiar with same, unless it notifies the Client differently in writing without delay. In such cases, the Client will provide the Supplier with further information on such regulations.

Article 9 Duty to warn

- 9.1 The Supplier has a duty to warn of any manifest errors or ambiguities in the documents and/or other media pertaining to an order or Agreement.

Article 10 Prices

- 10.1 The prices for the delivery of Goods and/or the performance of Services or Work as quoted in the Agreement are fixed prices. Unless expressly agreed otherwise in writing, prices are not subject to change. The prices agreed are in euros, exclusive of value-added tax (VAT) and inclusive of all other government-imposed taxes, duties and charges.
- 10.2 All prices agreed are inclusive of all costs and surcharges, including without limitation, the costs of packaging, loading, shipping, clearance, insurance, installation, unloading, administration, travel and accommodation expenses and travel time. Any additional costs not specifically accepted by the Client in advance will not be eligible for payment.

Article 11 Delivery

- 11.1 For the purposes of this Article, a delivery includes a delivery in parts. Partial deliveries are allowed, subject to the Client's express prior written consent.
- 11.2 Goods are delivered duty paid (DDP), unloaded, at the agreed place, at the agreed time and within the agreed period. All deliveries are subject to the prevailing Incoterms, issued by the International Chamber of Commerce in Paris.
- 11.3 All delivery periods quoted by the Supplier are of the essence, unless otherwise provided in the Agreement. Barring force majeure, failure to meet a delivery period will immediately render the Supplier to be in default. In such cases, the Supplier will owe the Client a penalty, immediately payable on demand, without any prior notice being required, as provided for in the Agreement. The penalty will be payable to the Client without prejudice to all of the Client's other rights and claims, including without limitation its right to demand that the Supplier perform its obligation to deliver Goods that conform to the Agreement, and without prejudice to its right to claim damages to the extent that the loss sustained exceeds the amount of the penalty. The penalty will be set off against any amount owed by the Client, regardless of whether the right to claim payment of such amount has been transferred to a third party.
- 11.4 As soon as the Supplier knows or expects that the performance of Services/Work or the delivery of Goods threatens to be delayed, the Supplier will so notify the Client in writing without delay, detailing:
- the cause of the delay;
- the presumable duration of the delay;
- the measures it has taken and/or will be taking to prevent any further delay.
Such notification will not affect the Client's rights referred to in Article 11.3 and elsewhere in these Terms and Conditions of Purchase. In the absence of such notification, the Supplier will not be able to invoke force majeure.
- 11.5 If the Client is unable to take receipt of the Goods at the agreed time other than by reason of non-

acceptance, the Client will not be in default. In such cases, the risk of loss of or damage to the Goods will remain with the Supplier and the Supplier will, to the Client's satisfaction, store, safeguard and insure such Goods clearly designated as belonging to the Client (in derogation of Article 12.1) at a fee to be agreed. During storage, the Supplier will take all such reasonable measures as to prevent loss of quality of the Goods.

- 11.6 Along with the Goods, the Supplier will provide all available Documentation necessary for the proper use of the Goods, including any inspection, test, control or warranty certificates.
- 11.7 The Supplier will comply with the Client's company regulations, safety regulations, and other internal rules applicable to it. The Client will make such rules available upon request.

Article 12 Title and risk

- 12.1 Title to, and the risk of loss of or damage to, the Goods will pass at the time of delivery, as soon as the Client has taken receipt of the Goods at the agreed place of delivery, without prejudice to the provisions set out in Article 30.6. In the event of full or partial non-acceptance by the Client, title to, and the risk of loss of or damage to, the Goods will remain with the Supplier and will not pass to the Client.
- 12.2 If payment is made in advance, title to the Goods to be delivered will pass to the Client when such payment is made or at the time when the Client demands that title be transferred prior to the delivery. In such cases, the Supplier will clearly designate the Goods in question as belonging to the Client and indemnify the Client against any loss or damage or the exercise of any right by a third party. Risk of loss of or damage to the Goods remains with the Supplier until the Goods are actually handed over. The Supplier must, at its own expense, insure the Goods referred to in the preceding sentence against all risks.
- 12.3 Before making any down payment, the Client may, in addition to or instead of demanding transfer of title, require that the Supplier arrange for an unconditional and irrevocable bank guarantee to be issued by a bank acceptable to the Client, in accordance with a model to be issued or approved by the Client, as security for the performance of the Supplier's obligations.

Article 13 Invoicing & payment

- 13.1 Invoices must be sent to the stated billing address simultaneously with or immediately after the delivery of the Goods or the performance of the Services or Work, stating the purchase order number, fully itemised and in all other respects in accordance with the Client's instructions.
- 13.2 The Client will pay for the Goods delivered or the Services/Work performed within thirty (30) calendar days of receiving the invoice, unless otherwise agreed in writing, and provided that the Goods delivered or the Work/Services performed are accepted and after receiving all related Documentation, including a correctly addressed and full invoice.
- 13.3 Failure to meet the requirements stated in the order or otherwise agreed with regard to invoice

data, shipping recommendations and packing lists, or to complete these documents with the necessary details, will entitle Client to suspend its payment obligation to the Supplier.

- 13.4 Payment by the Client will in no event constitute acceptance of the delivery or waiver of any right.

Article 14 Confidentiality

- 14.1 The Supplier (including without limitation its employees, advisers and other persons engaged by it) must keep confidential all verbal and written information about the Client – or any company that is a member of the Client's group of companies – to which it becomes privy, directly or indirectly, and which is clearly confidential in nature or which the Supplier should reasonably understand to be confidential.
- 14.2 Depending on the nature and scope of the Agreement, the Client reserves the right to request a separate confidentiality statement from the Supplier in accordance with a model to be supplied by the Client.
- 14.3 The Supplier must impose upon any third party engaged to perform the Agreement the same duty of confidentiality in writing or have them sign the confidentiality statement supplied by the Client.
- 14.4 The Supplier may not reproduce or disclose to any third party any documents relating to the Agreement, such as drawings, diagrams and similar, unless with the written consent of the Client.
- 14.5 The Supplier may not use for the benefit of any third party Goods and/or Services developed jointly by the Client and the Supplier, unless with the written consent of the Client.
- 14.6 In the event of termination of the Agreement, the Supplier will, at its expense, immediately return to the Client all documents and other information made available to the Supplier by the Client or gathered by the Supplier for the purposes of the Agreement.
- 14.7 The duty of confidentiality will survive the termination of the Agreement, regardless of the grounds for such termination.

Article 15 Anti-corruption

- 15.1 When conducting their operations and in their dealings with others, the parties must comply with all relevant laws and regulations that prohibit, prevent and punish corruption and related criminal or similar acts, whether or not relating to the Agreement and the Services rendered under the Agreement, and regardless of the form or extent of such acts.
- 15.2 The parties will impose the obligations referred to in Article 15.1 upon their employees and executive staff, and ensure that third parties involved in performing the Agreement or executing any project as part of the Agreement, will be contractually bound by the obligations referred to in Article 15.1.

Article 16 Intellectual property rights

- 16.1 Unless otherwise agreed in writing, all information and documents made available to the Supplier by the Client for the purpose of performing the Agreement and which are the Client's property or the intellectual and/or industrial property rights in which are owned by the Client will remain the property of the Client, and the Supplier must respect the Client's rights in same. After expiry of the Agreement, the Supplier must return all such information and documents to the Client without delay.
- 16.2 The Supplier warrants that the Client's use or resale of the Goods delivered by the Supplier, or the tools bought or manufactured by the Supplier for the Client's benefit, will not infringe the intellectual property or other rights of any third party.
- 16.3 If the Client's use, as referred to in Article 16.1 and 16.2, turns out or threatens to infringe any intellectual property or other right of a third party, the Supplier must, at the Client's option:
- either replace the Goods or tools or equipment involved by equivalent Goods which do not infringe the rights of third parties;
 - or obtain the right to use the Goods or tools or equipment involved, with the Client being entitled to agree such right of use directly with the third party(ies) in question;
 - or make such changes to the Goods or tools or equipment involved as to remedy the infringement, however:
 - a. without causing the Client to incur any extra costs over and above the agreed purchase price; and
 - b. without reducing the available uses compared with the original uses of the Goods and/or tools and equipment to be delivered.
- 16.4 The Supplier will indemnify the Client against any claims for damages or fines arising from any infringement of the intellectual property or other rights of any third party, and will compensate the Client for all losses sustained as a result of any such infringement.
- 16.5 If a third party holds the Client liable for infringing any intellectual property or other right on what appear to be valid grounds, the Client may terminate all or any part of the Agreement in writing, out of court, without this affecting any of its other rights..
- 16.6 The Client is entitled to all intellectual property rights arising from the performance of the Agreement, and the Supplier will transfer such rights to the Client. All intellectual property rights in software developed for or under commission from the Client, including the source codes and Documentation, are owned by or will be transferred to the Client. At the Client's request, the Supplier must file the source code with an independent third party on terms to be agreed, so as to enable the Client to access the source code if the Supplier goes bankrupt or if, for any other reason, the Supplier is no longer able or willing to

service the software or to make the software available. The Supplier remains the owner of the intellectual property rights in any other software, and the Supplier grants the Client, at no cost, a non-exclusive, non-transferable, irrevocable and perpetual licence that is not limited to any specific equipment or location.

Article 17 Transfer

- 17.1 The Supplier may not transfer or contract out all or any part of its rights or obligations under the Agreement to a third party without the Client's prior written permission. The Client may attach conditions to such permission.
- 17.2 If, with the Client's permission, the Supplier engages any third party to perform the Agreement, the Supplier will ensure, where possible, that the provisions of the Agreement apply to the contract with such third party. Any permission granted by the Client under this article will not affect the Supplier's liability for the acts of such third party.
- 17.3 The Client may transfer its rights and obligations under the Agreement to a third party, subject to the Supplier's prior permission. Such permission will not unreasonably be refused.

Article 18 Liability

- 18.1 The Supplier will be liable for any damage of any nature whatsoever and on any basis whatsoever incurred by the Client and/or any third party (the Client's employees and others working for the Client) as a result of its performance of the Agreement, regardless of whether the damage is caused by the Supplier, its employees or any other legal entity for which the Supplier is legally responsible. The Supplier's liability is set at:
- * a maximum of EUR 1,000,000 per event for purchase orders with a total value of less than EUR 100,000;
 - * a maximum of EUR 2,500,000 per event for purchase orders with a total value of EUR 100,000 or higher but lower than EUR 250,000;
 - * a maximum of EUR 5,000,000 per event for purchase orders with a total value of EUR 250,000 or higher but lower than EUR 500,000.
 - * no maximum for purchase orders with a total value in excess of EUR 500,000.

These limitations of liability do not apply if the actual damage exceeds the amounts stated and the Supplier has taken out insurance for such damage.

These limitations on the Supplier's liability specifically do not apply in the event of bodily injury, any intentional act or omission [*opzet*], or gross negligence [*grove schuld*].

- 18.2 The Supplier will indemnify the Client and hold the Client harmless from any claims of third parties concerning damage arising from the performance of an agreement by the Supplier, including without limitation claims for damages on the grounds of product liability under Section 6:185 of the Dutch Civil Code ("DCC") [*Burgerlijk Wetboek*], or infringement of any intellectual property right of a third party in the work or in the goods delivered. At the Client's first request, the Supplier will, in consultation with the Client, enter into a settlement with such third parties or defend

against such claims in court, either instead of or jointly with the Client, at the Client's option.

- 18.3 The Supplier must immediately notify the Client of the occurrence of any such damage, and confirm such notification in writing within 48 hours.

Article 19 Force majeure

- 19.1 An attributable failure to perform within the meaning of Section 6:75 DCC will in no event include: staff shortages on the part of the Supplier, strike action, sick employees on the part of the Supplier, the late supply or unsuitability of materials, breach of contract or a non-attributable failure to perform on the part of any third party engaged by the Supplier, and/or liquidity or solvency problems on the part of the Supplier.

Article 20 Termination of the Agreement

- 20.1 The Client may give notice to terminate the Agreement without cause at any time, without liability for damages. The Supplier must cease to perform the Agreement immediately after receiving such written notice of termination.
- 20.2 If the Supplier fails to perform the Agreement, or in the event of any bankruptcy or suspension of payments on the part of the Supplier, or the Supplier's business being discontinued, wound up or taken over, or a similar situation involving the Supplier's business arising, the Supplier will be in default by operation of law, and the Client may:
- terminate all or any part of the Agreement unilaterally by so notifying the Supplier in writing;
 - suspend its payment obligations;
 - instruct others to perform all or any part of the Agreement at the Supplier's expense and risk, all of this without the Client incurring any liability for damages whatsoever, and without this affecting any other rights of the Client, including its right to full compensation.
- 20.3 If the Agreement is terminated on the grounds of Article 20.2, the Supplier will refund the Client any payments already made, plus interest on the amount paid at the statutory rate from the day of payment. If the Agreement has partially been terminated, the obligation to refund only applies to the payments for the part which has been terminated.
- 20.4 All claims which the Client may have against the Supplier on the grounds of this article will immediately fall due and payable.
- 20.5 If the Supplier argues that the failure is not attributable to it, Articles 20.2 and 20.4 apply accordingly.

Article 21 Insurance

- 21.1 The Supplier must take out sufficient Insurance to cover its liability and risks as described in, amongst other things, the article headed 'Liability'. To that effect, the Supplier will take out and maintain adequate insurance against the risks of:
- third-party liability; and
 - liability for professional errors.
- 21.2 For these purposes, a professional error means any failure, including any mistake, inattention, negligence, omission or incorrect advice, which a

skilled and careful Supplier, its staff and/or subcontractors ought to avoid in the given circumstances, while paying normal attention, applying normal professional knowledge and exercising their skills in a normal fashion.

- 21.3 At the Client's request, the Supplier must submit for inspection the Insurance policies which it is required to purchase under the preceding provisions. The Supplier must also, to the Client's satisfaction, submit proof of its timely premium payments. The required insurance policies specifically may not be amended without the Client's express consent. If the Supplier's insurer imposes a change, the Supplier must submit such change for acceptance to the Client. If the change is not accepted, the Client may terminate the agreement with immediate effect, without any penalty or other performance. The insured amount and deductible will require the Client's approval.
- 21.4 If the Supplier can submit a claim under an insurance policy in connection with any liability towards the Client, the Supplier must arrange for the insurance money to be paid directly to the Client; to that effect, the Client may require that the Supplier:
- take out the Insurance policy for the Client's benefit; or
 - assign any Insurance claim to the Client, at the Client's option. In such cases, the Supplier will grant the Client irrevocable power of attorney to take receipt of the insurance payment.
- 21.5 The deductible will be for the Supplier's account at all times, as will any damage and/or compensation not covered by the insurance, regardless of whether the insurance policy was purchased by the Supplier or the Client.

Article 22 Use of the Client's name and logo

- 22.1 The Supplier may not advertise or otherwise publish any information whatsoever about the Agreement or its relationship with the Client without the Client's prior written permission.
- 22.2 The Supplier may not use the Client's brands or logos without the Client's prior written permission. If the Client grants permission to the Supplier, the Supplier must comply with the applicable terms governing the use of the brands/logos, such as house style.

Article 23 Invalidity/voidness

- 23.1 If all or any part of these Terms and Conditions of Purchase are invalid, void or voidable, this will not affect the validity of the remaining terms. The invalid, void or voidable term will be replaced by one that approximates the purpose and scope of the original term as closely as possible.

Article 24 General

- 24.1 Failure to exercise any right or the delayed exercise of any right by either party will not affect or limit its contractual rights. Failure by either party to invoke breach of contract will not constitute a waiver of its rights in the event of any

subsequent or continued breach, unless expressly agreed otherwise in writing.

- 24.2 Nothing in the Agreement may be construed as creating an agency agreement, alliance, joint venture or employment relationship between the Client and the Supplier.

Article 25 Governing law and disputes

- 25.1 The Agreement and all ensuing agreements are governed exclusively by Dutch law. The applicability of the Convention on the International Sales of Goods (CISG) 1980 is excluded.
- 25.2 All disputes between the parties (including those considered a dispute by only one of the parties) arising from these Terms and Conditions of Purchase or ensuing agreements will be submitted to the competent courts in the judicial district of Zeeland/West-Brabant, The Netherlands, unless a mandatory rule of law dictates otherwise.
- 25.3 In derogation of Article 25.2, the Client may determine that a dispute be resolved through arbitration. In such cases, arbitration will take place in accordance with the Rules of the Netherlands Arbitration Institute (NAI) in Rotterdam.

PART II: ADDITIONAL PROVISIONS ON THE DELIVERY OF GOODS

Without prejudice to the general provisions of these Terms and Conditions of Purchase, the provisions set out in this Part II apply if the Supplier delivers Goods to the Client.

Article 26 Packaging and shipping

- 26.1 Goods must be properly packaged and secured and shipped in such a way as to reach their destination in a good state of repair, with due observance of applicable laws and regulations. Using packaging materials that are unnecessary or undesirable from an environmental point of view should be avoided.
- 26.2 The Supplier will in any case state the purchase order number, article number, article name and quantities clearly and neatly on the packing list. In the absence of a packing list, the Client may refuse to take receipt, without having to pay the purchase price or incurring liability for damages.
- 26.3 The Supplier will comply with any packaging or shipping requirements set by the Client.
- 26.4 All packaging, except for any packaging on loan – designated as such by the Supplier – will become the property of the Client upon delivery. The Client may waive this right of acquisition of ownership and require that the Supplier take the packaging back.
- 26.5 Packaging which the Client does not require and packaging on loan will be returned to a destination stated by the Supplier, at the Supplier's expense and risk. If the Supplier fails to state a destination, the Client may send the packaging to the Supplier's address.
- 26.6 The Supplier will be liable for any damage arising from or connected with the fact that the packaging fails to meet the requirements of Article 26.1.

Article 27 Transport of hazardous substances

- 27.1 The Supplier must exercise special care when packaging, shipping and storing hazardous substances as referred to in Section 6:175 of the Dutch Civil Code ("DCC") [*Burgerlijk Wetboek*]. The Supplier must provide such substances with symbols, marks, numbers, quantities, letters and similar signs in accordance with applicable national or international rules or guidelines. The Supplier is responsible for all permits and approvals or other special measures required to package, ship or store such substances. The Supplier will provide the Client with all such information as required by REACH (Registration, Evaluation and Authorisation of Chemicals) or other regulations.

Article 28 Availability of maintenance and spare parts

- 28.1 If the Agreement imposes upon the Supplier the obligation to carry out maintenance and/or supply spare parts, the Supplier warrants that maintenance and spare parts necessary to repair and service the Goods will remain available at reasonable prices and/or rates for a minimum period of 10 years after the last delivery of the Goods in question to the Client, unless the Agreement provides for a different period.

Article 29 Quality and warranty

- 29.1 The Supplier warrants that the Goods delivered will conform to what has been agreed, that is to say, they will be new (unless otherwise agreed in writing), function properly, made from good materials involving proper workmanship, free from defects, fit for purpose, and meet the relevant statutory requirements, government regulations, and quality and safety requirements adopted by the industry.
- 29.2 The Supplier will grant a minimum two-year (2-year) warranty on the Goods. The start date of the warranty period will not be the date of delivery but the date of acceptance by the Client. Expiry of the warranty period will not affect the Client's statutory rights or its rights under the Agreement. The warranty agreed for this period will in any case involve the Supplier remedying any defect reported by the Client in writing within the warranty period, at the Supplier's expense, including any additional costs. If the Supplier, on the grounds of this obligation, alters, repair or replaces any Goods or component parts of Goods, the full warranty period will start running for such Goods or component parts.
- 29.3 The Client's approval and/or acceptance of drawings, specifications, schemes or other information will not affect the Supplier's responsibility for delivering the Goods referred to in the agreement.

Article 30 Inspection, checks & tests

- 30.1 Any inspection, checks and/or tests by or on behalf of the Client may take place both prior to and during or after the delivery. The Supplier must give access to the locations where the Goods are manufactured or stored and lend its assistance to any inspection, check or test as required by the Client. Such assistance also includes supplying the necessary Documentation and information at its expense.
- 30.2 When so requested, the Supplier must inform the Client in a timely fashion of the times when inspections, checks or tests may take place, without the Client being required to actually have the inspection, check or test carried out at such times.
- 30.3 The Supplier may attend the inspections, checks or tests.
- 30.4 Unless otherwise provided in writing, the costs of inspections, checks or tests are payable by the Supplier. This also applies to any second inspection, check or test.
- 30.5 If all or any part of the Goods are rejected on an inspection, check or test prior to, during or after the delivery, the Client will so notify the Supplier in writing. Such notification will serve as a notice of default. In it, the Client will grant the Supplier an opportunity to deliver in accordance with the agreement within a reasonable period. If the Supplier fails to use this opportunity, or fails to deliver properly, the Client may terminate the order with no further notice of default being required. The Client will also have this right if it is no longer possible or useful for the Goods to be delivered because of their nature or designated use.

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- 30.6 If Goods are rejected during or after delivery, title to and the risk of loss of or damage to the Goods will be considered to have remained with the Supplier and never to have passed to the Client.
- 30.7 If it turns out that, regardless of the outcome of any inspection, check or test, the Goods fail to meet the provisions of Article 6, the Client can assert all rights conferred on it by law or the Agreement in connection with such failure.
- 30.8 The Client may have the Goods repaired or replaced at the Supplier's expense if, after consulting the Supplier, it is reasonably to be expected that the Supplier will be unable to properly provide such repairs or replacement in a timely fashion or at all. The Client may refrain from consulting the Supplier if urgent circumstances so dictate.
- 30.9 If the inspection, check or test is carried out by an independent institution, its findings are binding upon the Supplier and the Client. This also applies to any second inspection, check or test.

PART III: ADDITIONAL PROVISIONS ON THE PERFORMANCE OF SERVICES AND/OR WORK

Without prejudice to the general provisions of these Terms and Conditions of Purchase, the provisions set out in this Part III apply if the Supplier performs any Services and/or Work for the Client.

Article 31 Performance of Work and supervision

- 31.1 The Supplier must carry out the Work accurately and fully in accordance with the Agreement. The Supplier will perform the Agreement independently using state-of-the-art technologies, and will be responsible for same.
- 31.2 The Supplier must deploy skilled and expert workers to carry out the Work. If, in the Client's opinion, workers are insufficiently qualified, the Client may demand that they leave the premises and the Supplier will be required to provide for immediate replacement, with due observance of the provisions set out in the first part of this Article 31.2.
- 31.3 The Supplier must arrange for adequate supervision and management.
- 31.4 The Supplier must comply not only with the statutory regulations but also the Client's additional regulations on health and safety, and ensure that the persons instructed by the Supplier to carry out or supervise the Work will comply with those regulations, at no cost to the Client. The relevant regulations are available from the Client.
- 31.5 The Supplier and any third party engaged by the Supplier to carry out the Work are governed by the Employee Regulations. The Supplier must hand out the Employee Regulations and instruct its employees and such third parties to act in accordance with the Employee Regulations.
- 31.6 When asked, the Supplier will use time sheets or such other proof of hours worked by the persons referred to in Article 31.5 as required by the Client.
- 31.7 The persons referred to in Article 31.6 will have the same working hours as the Client's employees, unless otherwise agreed in writing. The Client may deny the persons referred to in this article access to its premises or the work site, or demand that the Supplier remove such persons from its premises without delay, if:
- in the Client's opinion, they are clearly not suited to their tasks;
 - in the Client's opinion, they misbehave in such a way that, clearly, they cannot be allowed to remain at the premises;
 - they otherwise act in violation of any obligation under the Agreement.
- The Supplier must provide for replacement without delay, at the Client's first request.
- 31.8 At the Client's first request, the Supplier must submit for inspection copies of statements evidencing its payment record in terms of remitting wage tax and social insurance

contributions and/or VAT to the Dutch Tax and Customs Administration.

- 31.9 The Supplier must indemnify the Client against any liability towards third parties for any failure on the part of the Supplier to meet its obligations under the Agreement or the law.

Article 32 Nuisance and premises

- 32.1 The Supplier must consult the Client before carrying out any Work which can be expected to cause nuisance to the Client or a third party.
- 32.2 Before starting Work under the Agreement, the Supplier must familiarise itself with conditions on the site and/or in the buildings where the Work is to take place.
- 32.3 The costs of any delay in the performance of the Agreement caused by such conditions will be at the Supplier's expense and risk.
- 32.4 Before starting Work under the Agreement, the Supplier and its employees must familiarise themselves with the regulations and requirements on, for example, health and safety and the environment applicable to the site or buildings where the Work is to take place, and comply with same.

Article 33 Interruption of the Work

- 33.1 If business conditions so dictate, the Supplier must interrupt the Work at the Client's request. The financial implications will be discussed by the parties at that time.

Article 34 Tools and equipment

- 34.1 Unless otherwise agreed in writing, the Supplier itself must provide for any tools and equipment necessary to carry out the Work such as personal protection equipment, safety tools, welding equipment, ladders, scaffolding and similar; these tools and equipment must be of proper quality.
- 34.2 If, with the Client's permission, the Supplier uses the Client's tools and equipment, it will do so at its own risk and the Supplier will be fully liable for any damage caused by such use. Having finished such use, the Supplier must return the tools and equipment to the Client in the state in which they were made available. The Supplier must immediately report any visible defects, including those caused by the Supplier itself.
- 34.3 The manner in which the tools and equipment are used will be fully at the Supplier's risk.
- 34.4 The Supplier may use the tools and equipment only for the benefit of the Client and for the purposes of the Agreement, unless with the Client's written consent.
- 34.5 Changes to or variations from the tools and equipment supplied or approved by the Client will be allowed, subject the Client's prior written approval.
- 34.6 The Supplier must notify the Client of any unsuitability of or shortcomings in items and/or working methods supplied and/or prescribed by or on behalf of the Client, insofar as the Supplier is or should reasonably be aware of same.

Article 35 Storage of items and placement of site huts

35.1 The storage of items by or on behalf of the Supplier on the Client's site or at its buildings will require the Client's express written permission, with the Client designating a storage location. The same applies to the placement of site huts, portable toilets and similar. Unless otherwise agreed in writing, all huts and facilities and the costs of using same (energy, water, telephone and similar) are payable by the Supplier.

Article 36 Strike action

36.1 The Client will not pay the wages and/or other benefits for persons who carry out or supervise the Work on the instructions of the Supplier or of any third party to which the Supplier has assigned or contracted out the Work, for the period during which such persons did not perform any work due to strike action or such items were not used due to strike action.

Article 37 Wage Tax and Social Insurance Contributions (Liability for Subcontractors) Act [Wet Ketenaansprakelijkheid]

37.1 The Supplier warrants that it and the subcontractors/third parties engaged by it to perform the Agreement will meet their obligations to declare and remit wage tax and social insurance contributions to the Employment Benefits Agency UWV and Dutch Tax and Customs Administration. The Supplier must indemnify the Client against any claims for failing to meet those obligations.

37.2 At the Client's request, the Supplier must submit proof of the payments made by it and its subcontractors/third parties by means of a "Certificate of Payment Behaviour (Liability for Subcontractors)" [*Verklaring betalingsgedrag keten- en inlenersaansprakelijkheid*], and grant the Client access to its accounts and records.

37.3 The Supplier is required to cooperate in:
a. creating safeguards for the collection of taxes and social insurance contributions in connection with the Work; and
b. indemnifying the Client and holding the Client harmless from any claims in connection with same.

37.4 At the Client's first request, the Supplier will make available what is known as a G-account (escrow account), unless the Client notifies the Supplier that it wants to pay directly to the Dutch Tax and Custom Administration. The Supplier will state on the invoice the amount in wage tax and social Insurance contributions and/or VAT which it is required to remit to the Tax Administration, or the percentage in wage tax and social Insurance contributions and/or VAT to be paid into the G-account or directly as agreed with the Client.

37.5 At the Client's request, the Supplier must enclose with its invoices, or include in its invoices references to, timesheets that show who carried out what Work on what days and for how many hours. The Supplier must state the names, addresses, birth dates, and social security numbers (BSN) of those persons, and include copies of their IDs. The persons to be deployed must, insofar as applicable, have a valid residency or work permit, and the Supplier will submit proof of that. The Supplier must confirm

that the persons so identified were employed or hired by the Supplier when they performed the Work.

37.6 If the reverse charge rule applies under the Dutch Sales Tax Act, the invoice must state that VAT is reverse charged, and not include any VAT.

37.7 When asked, the Supplier must submit to the Client a:
- Certificate of Good Conduct [VOG/VOG RP] for the Supplier, its subcontractors and/or its employees;
- Copy of the documents in possession of the Supplier which demonstrate the Supplier is an independent professional.

37.8 Without prejudice to the provisions set out in the previous paragraphs, the Supplier must meet all of its statutory social security obligations with regard to all workers on the site. The Client reserves the right to check same. The Supplier is required to assist in any such check.

These Terms and Conditions will take effect on 1 March 2019. They [only the Dutch version] have been filed with the Chamber of Commerce, The Netherlands.