

In these General Purchase Conditions ('Conditions'), the terms below are defined as follows:

Hanab Projects operating company	:	The private limited liability company Hanab Projects B.V., with its registered office in Papendrecht, and all legal persons and companies affiliated with it;
Client	:	A Hanab Projects operating company that has signed an agreement or has issued an assignment in which connection these Conditions have been declared applicable;
Contractor	:	The natural person, partnership, joint venture, corporation, limited liability company, trust, firm, association, government, governmental (or supra-governmental) agency or department, or any other entity, whether acting in an individual, fiduciary or other capacity with which the Client has concluded an Agreement or with which the Client is negotiating for this purpose;
Parties	:	The Client and the Contractor;
Principal	:	A party that issued an assignment to the Client;
Agreement	:	Any agreement between the Parties for the delivery of Performances on behalf of the Client and/or for the hiring of employees as well as factual acts and legal acts in preparation and implementation of the Agreement, which includes requests for offers from the Client as well as offers made by the Contractor, and including any addition and/or change to the Agreement;
Building Contract	:	The agreement between the Client and the Principal;
Performance	:	the performance to be delivered by the Contractor pursuant to the Agreement, consisting of: the performance of the works and/or the creation of works of a corporeal nature and/or delivery of goods and/or the provision of services and/or other activities as well as all activities related thereto.
Goods	:	Tangible goods and objects
Services	:	The activities described as Services in the Agreement;
Hanab	:	Hanab Group B.V.
Confidential Information	:	All information whose confidential nature has been communicated expressly or should reasonably be assumed on the basis of the nature and contents, in which connection personal data are always considered to be confidential in nature and may only be processed in accordance with article 12 of these Conditions.

## Article 1 - Applicability

- 1.1 In so far as not expressly agreed otherwise in writing, all Agreements and any additional and follow-up agreements, shall include;
- a. the documents pertaining to the Building Contract, including the specifications, in so far as these are directly or indirectly related to this Agreement, as well as any addition thereto and any change to the relevant section of the specifications, or records of tender specifications including statements of designation, always including the related physical and digital documents;
- b. these Conditions, as well as the following documents can be found on the website [www.hanab.nl](http://www.hanab.nl);
- The Code of Conduct referred to in article 19,
  - the Working Conditions and Environmental Conditions,
  - the Working Conditions and Environmental rules,
  - Accountability and Sanctions Policy,
  - 360-degree vision and reversing lights on equipment.

In the event the Client has not made one or more of the documents referred to under a and b available to the Contractor prior to or upon conclusion of the Agreement, the Contractor shall be obliged to request these documents from the Client in writing and the Client shall be obliged to comply with this request without delay. The Contractor shall never be able to rely on unfamiliarity with one or more of the documents that apply pursuant to the matters set out above.

In case of inconsistencies between the provisions of the Agreement and the provisions under a and/or b, the provisions of the Agreement shall prevail.

In case of inconsistencies between the provisions under a and under b, the former shall prevail over the latter, unless and in so far as these Conditions deviate expressly from any provisions included in the specifications or the tender specifications for the benefit of the Client.

- 1.2 The general terms and conditions applied by the Contractor do not apply and are expressly rejected by the Client.
- 1.3 The Contractor shall comply with the rules relating to quality, safety, health and the environment that apply at

the work location. In addition, generic site safety instructions (GPI) are mandatory in order to gain access to the Client's building sites. These are the Building GPI, the Infra GPI or the Installation GPI depending on the nature of the activities.

- 1.4 Deviations from the Agreement and/or these Conditions and/or other applicable documents are only binding if these have been confirmed by the Client to the Contractor in writing and apply to the case in question.

- 1.5 The Client has the right to change these Conditions unilaterally. Such a change shall have legal effect between the Client and the Contractor, also with respect to existing Agreements and enter into effect 30 days after their announcement by filing with the Chamber of Commerce or, in case of existing Agreement, by their notification to the Contractor. If the change gives the Client the right to deliver a performance that differs essentially from the performance that was committed, the Contractor shall have the right to indicate, within 14 days after the aforementioned notification by registered letter with acknowledgement of delivery, that it dissolves the Agreement prematurely effective as from the date the changed Conditions enter into effect. The Client has the right to indicate to the Contractor in writing within at most 10 days after timely receipt of the aforementioned letter that it is willing to continue the Agreement on the basis of the unchanged conditions. If this is the case, the change shall not apply to the Contractor and the Agreement shall be continued on the basis of the unchanged conditions. These Conditions shall be drawn up in the Dutch and in the English language. The Dutch text shall be binding in case of a difference of opinion regarding the content or purpose of these Conditions.

## Article 2 - Formation of the Agreement

- 2.1 A request from the Client for submission of a written offer is without obligation. A written offer made to the Client is irrevocable and has a term of validity of at least 30 calendar days after the date of the offer or so much longer as indicated in the request.
- 2.2 The costs related to making offers, including the costs incurred by or on behalf of the Contractor related to advice, drawings, etc. are and remain for the Contractor's account and are not reimbursed by the Client.
- 2.3 The Contractor is obliged to return an assignment sent to it to the Client unchanged and signed within 8 days after the date of dispatch of the assignment.
- 2.4 An Agreement is concluded at the moment that (a) the Client accepts an offer from the Contractor in writing or electronically within the term of validity of the offer, or (b) the Client receives an unchanged copy of the written

assignment issued by it that has been signed by the Contractor, or (c) the Contractor commences performance of the Client's written assignment. Oral commitments from the Client and oral agreements with its employees or representatives do not bind the Client until and in so far as these have been confirmed by it in writing.

- 2.5 The Contractor is deemed to be familiar with all statutory and other regulations and standards that concern the performance of the Agreement.
- 2.6 Agreements are concluded subject to the conditions precedent that the Building Contract is concluded, that the Client has obtained approval from the Principal for engaging the Contractor and the work in connection with which the assignment is granted takes place and can take place actually and in full.
- 2.7 If the Agreement is concluded with two or more Contractors, they shall always be jointly and severally liable towards the Client for all of the activities.

### Article 3 - Delivery time, delivery, ownership, risk, packaging

- 3.1 The agreed delivery or implementation time or, as the case may be, the agreed delivery or implementation schedule ('Delivery Time') binds the Contractor on the understanding that the Client has the right to determine the Delivery Time further or incorporate it in the progress of the work.
- 3.2 The Delivery Time, which has or has not been determined further by the Client, and the dates and terms determined during the LEAN consultations are strict deadlines. This also applies to all other terms for compliance with the Contractor's obligations. The Contractor is in default by operation of law as a result of exceeding the Delivery Time or, as the case may be, the aforementioned other terms.
- 3.3 As soon as the Contractor knows or should know that the Agreement shall not be performed, shall not be performed on time or shall not be performed properly, it shall notify the Client thereof in writing immediately. If this is the case, the Client shall have the right to engage third parties for the Contractor's account in order to prevent or limit delay in the performance of the Agreement.
- 3.4 The Contractor is liable for all direct and indirect losses sustained by the Client as a result of exceeding the Delivery Time and a failure to warn the Client on time.
- 3.5 The Client reserves the right to impose on the Contractor an immediately due and payable penalty of 0.5% of the total order amount for each day the Delivery or performance ('Delivery') is delayed. The maximum penalty the Contractor can forfeit in this connection amounts to 25% of the total order amount. The maximum penalty shall be due and payable in its entirety if Delivery has become permanently impossible. The penalty accrues to the Client without prejudice to all other rights or claims, including but not limited to: its claim for performance; its right to terminate and/or dissolve the Agreement in whole or in part; and its right to compensation pursuant to the law. The Client has the right to set off the penalty and the payable compensation against amounts owed to the Contractor.
- 3.6 Without prejudice to the provisions of the Agreement, these Conditions and the law that are relevant for these purposes, suspension on the part of the Contractor in any form whatsoever is not permitted in so far as timely and proper performance of the work awarded by the Principal to the Client is jeopardised as a result.
- 3.7 The Contractor is liable towards the Client for any penalties and/or discounts on the purchase or contract price imposed by the Principal on the Client in connection with late or defective Delivery on the part of the Client as a result of a failure on the part of the Contractor. The Client has the right to recover these penalties and/or discounts from the Contractor, possibly by withholding them from the payments the Client still owes to the Contractor.
- 3.8 Delivery takes place at the location stated in the Agreement or determined further by the Client in accordance with Incoterm DDP (Delivery Duty Paid) in accordance with the most recent version of the Incoterms.
- 3.9 Delivery outside the Client's normal working hours is only possible after it has pre-approved such in writing.
- 3.10 The Contractor is not allowed to make partial deliveries unless agreed otherwise in writing. The Client has the right to send back for the Contractor's account and risk any

partial deliveries that were not agreed or to demand that the Contractor collects the partial delivery in question for its own account and risk. In case of full or partial rejection of a partial delivery by the Client, with or without suspension of its payment obligation, the Contractor does not have the right to suspend further Delivery.

- 3.11 In case of additional or fewer deliveries or, as the case may be, additional or less work, the price shall be increased or, as the case may be, reduced accordingly. Additional deliveries and additional work only qualify for payment if the Contractor has issued a written offer to that effect and the Client has accepted this offer in writing. In any event additional work does not include additional activities the Contractor could or should have foreseen in order to be able to deliver the agreed performance or that are the consequence of a failure to comply with an obligation on the part of the Contractor.
- 3.12 If the Client is unable for any reason whatsoever to take receipt of the goods to be delivered at the moment that was agreed or determined further, the Contractor shall store and secure the goods and take all reasonable measures to prevent the goods from being damaged and to prevent their quality from deteriorating. In cases as referred to above, the Client shall reimburse the reasonable additional costs the Contractor demonstrates it has incurred.
- 3.13 In the event work is impossible due to unworkable weather such as cold weather-related downtime such shall not entail any costs for the Client.
- 3.14 Ownership of the goods passes to the Client after Delivery has taken place and the Client has approved the goods. In derogation from the above, the Parties have the right to agree that all or part of the ownership of the goods already passes to the Client before Delivery and approval have taken place, in which case the Contractor shall be obliged to manage these goods with due care and insure the goods and keep them insured against the risk of theft, embezzlement, loss and damage for its own account. The Contractor shall allow the Client at its first request to check whether it complies with its obligation to insure. If the Contractor fails to comply with its obligation to insure or fails to do so fully or properly, the Client shall have the right to take out the aforementioned insurance in its own name and for the Contractor's account.
- 3.15 The risk related to the goods passes to the Client at the moment it has taken receipt of the goods, unless the Client rejects the goods, in which case the risk shall be deemed to have remained with the Contractor at all times and to have never passed to the Client.
- 3.16 The Contractor shall be obliged to hand over simultaneously with the delivery of the goods all proof of quality and guarantee certificates, inspection details, instruction manuals, user manuals, drawings, specifications, technical and revised data and, if necessary, an EU declaration of conformity as well as the relevant technical file, failing which the Client shall have the right to suspend its payment obligation.
- 3.17 Packaging is not charged to the Client unless agreed otherwise in writing. All packaging shall be taken back by the Contractor at the Client's first request. Packaging charged to the Client shall be taken back by the Contractor while crediting and refunding the packaging costs. Packaging harmful to the environment remains the Contractor's property, must be taken back by it immediately after the goods have been unpacked and must be removed for its account. If such is necessary or requested by the Client, the Contractor or its employees must use appropriate personal protective equipment when unpacking.

### Article 4 - Prices

- 4.1 Unless the Parties have agreed otherwise, all prices are fixed and unchangeable irrespective of any provisions in this connection that read otherwise in the specifications or tender specifications; price indexation does not take place and changes to prices, wages, costs, social security costs, taxes and all other cost-determining factors are and remain for the Contractor's account, irrespective of the length of the period that has passed between the date of the conclusion of the Agreement and its performance.

- 4.2 Prices and rates are stated exclusive of VAT. Prices and rates are 'all-inclusive' in all other respects.

#### **Article 5 - Goods, procedures, materials**

- 5.1 Goods and procedures developed by the Contractor in cooperation with or on the instructions of the Client may not be made available to third parties unless the Client has granted its written approval to do so in advance. The knowledge acquired by the Contractor within the context of the aforementioned development of goods and procedures is available exclusively to the Client and shall not be disclosed by the Contractor to third parties and shall not be used by the Contractor for its own benefit and/or the benefit of third parties, unless such is approved in advance and in writing by the Client.
- 5.2 All goods the Client has made available to the Contractor for processing or for other reasons for the purpose of performance of an Agreement remain the property of the Client therefore also following any processing. The aforementioned goods shall be provided by the Contractor with an indelible mark indicating that the goods are the property of the Client for as long as these goods are in the Contractor's possession. The Contractor shall point out the Client's right of ownership to third parties who wish to seek recovery from these goods. The Contractor hereby authorises the Client in advance to enter or have entered the spaces where the goods referred to in this article are located and to take back or have taken back the goods or to collect them or have them collected. The Contractor shall cooperate fully in the Client taking back the goods or having them taken or, as the case may be, collecting the goods or having them collected. The Contractor hereby expressly waives in advance any rights of retention with respect to the goods. The Contractor shall deliver the goods free of liens and encumbrances. The Contractor bears the risk of theft, embezzlement, loss and damage caused to the goods and is obliged to insure this risk for its own account. The Contractor shall provide the Client at its first request with a copy of the insurance policies and the proof of premium payment in this connection. As soon as the Client indicated that it wishes the Contractor to do so, all claims of the Contractor against insurers on the basis of the insurance referred to above shall be pledged by the Contractor to the Client in the manner set out in Article 3:239 of the Dutch Civil Code (DCC) by way of further security of the Client's claims against the Contractor.
- 5.3 If the Contractor has not submitted a complaint to the Client within two working days after receipt of goods made available by the Client, these goods shall be deemed to have been made available to the Contractor without defects.
- 5.4 The Contractor is obliged to use the goods made available to it with due care and maintain them properly.

#### **Article 6 - Obligations on the part of the Contractor**

- 6.1 The Contractor is obliged to warn the Client immediately and in writing of inaccuracies and/or incompleteness and/or uncertainties it has discovered or should have discovered in any physical or digital documents it received from the Client, the Principal or a third party within the context of the conclusion or the performance of the Agreement. In addition, the Contractor is obliged to verify whether all documents to be provided by the Client, Principal, or a third party have actually been received. If the Contractor determines that one or more of these documents have not been received, the Contractor must immediately notify the Client in writing, specifying the missing documents. If the Contractor fails to verify the receipt of the documents or to inform the Client in writing in a timely manner about documents that have not been received, the Contractor cannot invoke the fact that one or more documents have not been received. The Contractor is subject to a similar obligation to warn if it has discovered or should have discovered that the goods made available to it by the Client, the Principal or a third party within the context of the conclusion or the performance of the Agreement are defective or unsuitable for the intended purpose. The Contractor is liable for all losses that arise due to the fact that it has failed to comply with its obligation to warn.
- 6.2 Unless and in so far as the Client has informed the Contractor in writing that it must also comply with orders

and instructions issued by or on behalf of the Principal, the Contractor shall comply only with orders and instructions issued by or on behalf of the Client.

- 6.3 The Contractor shall refrain from providing quotations and/or offers to the Principal directly or indirectly, including quotations and/or offers for expansion and/or changes relating to the Delivery of the goods and/or the performance of the work in which connection the Principal is negotiating or has contracted with the Client.
- 6.4 The Contractor is obliged towards the Client to comply strictly with its statutory obligations to pay all wage tax and national insurance contributions that are related to the work it has been instructed to perform as well as the applicable Collective Labour Agreement (CLA).
- 6.5 The order in which the activities to be performed by the Contractor and the period within which the activities must be performed may be determined by the Client. In any event, the assignment must be carried out in accordance with requirements, including the working hours, that may be imposed in connection with the progress of the work, such as at the Client's discretion.
- 6.6 The Contractor is not allowed to hire the Client's employees without the Client's express, written approval.
- 6.7 All employees deployed by the Contractor must be able to provide proof of identity at any time.

#### **Article 7 - Inspection, testing and checks**

- 7.1 The Client and/or the Principal have the right at all times, therefore also during production, manufacturing or storage, to inspect, test and/or check or have inspected, tested and/or checked the goods delivered or to be delivered or the work to be performed. The Contractor shall cooperate fully in this connection and make all required facilities available.
- 7.2 The Client is not subject to any obligation to complain as referred to in Article 6:89 and 7:23 DCC if inspection/testing/checks take place prior to the Delivery of the goods or the delivery of the work. Following Delivery of the goods or delivery of the work, the Client shall have the opportunity of inspecting, testing and/or checking the goods and/or the work or having this done for a period of thirty working days. If the goods and/or the work must have characteristics whose presence cannot be determined immediately after Delivery of final delivery of the work, but only after assembly or installation of the goods or final delivery of the object of which the work forms part, the Client shall have the opportunity of inspecting, testing and/or checking the goods and/or the work or having this done again for a period of thirty working days following this assembly, installation, final delivery etc. If the Client determines within one of the periods of thirty days referred to above that the goods and/or the work fails to comply with the Agreement in any way, it shall have the right to reject the goods and/or the work by means of a written notification addressed to the Contractor within a period of thirty days after the abovementioned determination. The goods and works apply as approved if no such written notification is made. Approval does not release the Contractor from any guarantee or liability that arise from the Agreement, these Conditions and the law. Approval of the goods delivered applies exclusively to the quantity and apparent condition. Approval applies exclusively to the quantity and apparent condition of the packages in case goods have to be delivered packaged and bundled.
- 7.3 Each Party bears its own costs in connection with the inspections, testing and checks referred to above in this article. However, the costs are for the Contractor's account if the goods and/or the work are rejected by the Client and/or the Principal. The costs of a new inspection, test and check are also for the Contractor's account.
- 7.4 If the Client rejects the goods delivered or the work performed, the Contractor shall be obliged to repair the goods within a reasonable term to be determined by the Client free of charge or, at the Client's discretion, replace the goods free of charge or to perform the work as yet in accordance with the Agreement. If the Contractor fails to comply with this obligation or fails to do so within the term set or to the satisfaction of the Client, the Client shall have the right to arrange or have arranged for repair or replacement of the goods or sound performance of the work for the Contractor's account. The Client has the right to set

off the costs incurred against amounts owed to the Contractor. Without prejudice to the provisions above, the Client reserves the right to claim compensation and/or dissolve all or part of the Agreement in case of rejection.

#### Article 8 - Guarantee

- 8.1 Unless a different period has been agreed in the Agreement, the Contractor guarantees for a period of three years after either the date of written approval by the Client or, if this concerns a later date, the date of commissioning, that the goods delivered and the work performed are of sound quality and free from faults in design, construction, materials and manufacturing and free from all other charges and restrictions; that the goods delivered and the work performed comply in every respect with all requirements imposed in legislation and/or other government regulations in the Netherlands or in the countries where the goods are delivered or where the work is performed that are in effect at the moment of Delivery of the goods or final delivery of the work; that the goods delivered and the work performed comply with the agreed specifications and characteristics or, in the absence of an express agreement in this connection, the specifications and characteristics that apply customarily between the Parties, or, at any rate, the specifications and characteristics that are customary in the trading industry in question; that the goods delivered and the work performed are suitable for the purpose for which the Client has intended them; and that the goods delivered and the work performed also otherwise comply with the Agreement.
- 8.2 In the event the Client notifies the Contractor that the goods delivered and/or the work performed do not comply with the provisions above, the Contractor shall arrange without delay for repair or, at the Client's discretion, replacement, and in such a manner that the goods delivered and the work performed once again comply with the Agreement in all respects. All costs that arise directly or indirectly from repair or replacement or, if the goods and/or work form part of a larger object, recommissioning of that object, are for the Contractor's account. In case of repair or replacement, the three-year guarantee period shall commence again as from the moment of Delivery of the relevant replacement goods or, as the case may be, the final delivery of the replacement work in question. The possible return of goods to the Contractor takes place for its account and for its risk.
- 8.3 The Client has the right to perform the necessary acts or have them performed by third parties if the Contractor fails to comply with its guarantee obligation included in this article and also in urgent cases that do not permit any delay. The Client has the right to set off the costs incurred against amounts owed to the Contractor.
- 8.4 If the Client fails to enforce its rights under this article, such shall not prejudice any of its other rights.

#### Article 9 - Liability, indemnification and insurance

- 9.1 The Contractor is liable for all direct and indirect losses sustained by the Client and/or third parties as a result of an attributable failure on the part of the Contractor to comply with an obligation or, as the case may be, as a result of attributable unlawful acts or omissions on the part of the Contractor itself or a subordinate, non-subordinate or representative of the Contractor. Pursuant to Article 7:611 DCC and Article 7:658 DCC, the Contractor is also liable for all losses sustained by employees deployed by the Contractor.
- 9.2 The Contractor shall indemnify the Client in full against all claims for compensation of loss as referred to in paragraph 1 of this article and that are brought by third parties, such as but not limited to the Principal, the Contractor's insurers, authorities, future owners and users, employees of the Contractor and employees deployed by the Contractor. The Contractor shall reimburse the reasonable costs of conducting a defence against the aforementioned claims to the Client.
- 9.3 During the performance of the Agreement, the Contractor shall insure and keep insured its liability for damage as referred to in paragraph 1 of this article to the satisfaction of the Client. At least the following obligations apply to the Contractor in this connection:
  - a. The Contractor shall take out primary liability insurance,

including cover for employer's liability pursuant to Article 7:658 and Article 7:611 DCC, which has priority over all other insurances that include the Client and the Principal as co-insured and on the basis of which the insurers pay claims directly to the Client; insurers must waive their right of recourse and/or subrogation in respect of all insured and co-insured; the sum insured must be at least equal to the amount referred to in this connection in the Agreement or the specifications or the tender specifications or, in the absence thereof, an amount of €2,500,000 per event.

- b. In the event design and/or engineering activities are performed, the Contractor must take out primary professional liability insurance; insurers pay claims directly to the Client and insurers must waive their right of recourse and/or subrogation in respect of the Client; the sum insured must be at least equal to the amount referred to in this connection in the Agreement or the specifications or the tender specifications or, in the absence thereof, an amount of €2,500,000 per event.
- c. In the event Goods are created and/or activities are performed in connection with a Delivery, the Contractor must take out and maintain primary CAR insurance that provides cover and is subject to conditions that are customary in the market during the performance of the Agreement, unless otherwise provided for in the Agreement. The sum insured per event of Section I, which concerns damage to the work, must be at least equal to the amount referred to in this connection in the Agreement or the specifications or the tender specifications or, in the absence thereof, the contract price, increased by the value of materials to be delivered by third parties and/or the Client and to be processed by the Contractor. The CAR insurance policy must also include Section III cover, which concerns damage to existing property of the Principal, including an insured first loss amount per event of at least €2,500,000; the deductible amount to at most €15,000 per event. The CAR insurance policy must also offer a full guarantee concerning the remedy of defects during the defects liability period.
- d. When using or deploying motor vehicles and other equipment that moves under its own strength, the Contractor must insure the risk of third-party liability for damage towards the Client or third parties in accordance with the statutory requirements (Civil Liability Insurance (Motor Vehicles) Act or WAM) and with due observance of the provisions of the Agreement and the specifications or the tender specifications; the Client and Principal must be included as co-insured; the sums insured must be at least equal to the requirements provided for in the WAM; a minimum sum insured of €2,500,000 per event applies in case of damage to property in derogation from the WAM. The motor vehicle and machinery and equipment insurance must not include exclusions with respect to the risk of work-related damage and/or damage to matters located underground, such as cables and pipes;
- e. The Contractor must take out the following insurance when using or deploying equipment:
  - comprehensive cover (machinery and equipment insurance); Sum insured per event in accordance with the full value of the equipment
  - primary liability insurance for damage caused with or by the equipment including the traffic risk and risk of work-related damage. Sum insured at least €2,500,000 per event. The Client and the Principal must be included as co-insured.
- f. The Contractor must take out the following insurance when using or deploying sailing/floating equipment:
  - comprehensive cover for floating equipment and the equipment placed thereon. Sum insured per event in accordance with the full value of the equipment.
  - liability cover concerning damage caused by or with the floating equipment and/or the equipment placed on it, irrespective of how it is caused. Cover including the risk of work-related damage (specialist operations), wreck removal and environmental damage. Sums insured per event at least in accordance with the applicable legislation and regulations, subject to an absolute minimum of €10,000,000 per event. The deductibles amount to at most €5,000 per event. The Client and the Principal must be included as co-insured.
- g. The Client must be included in the policies as co-insured, as well as exclusion of recourse by the Contractor's insurers against the Client on the basis of subrogation and/or recourse.
- h. The Contractor shall provide the Client at the Client's first request with a copy of the insurance policies in question as

well as the proof of premium payment in this connection.

- 9.4 The Client is never liable towards the Contractor on any basis whatsoever in respect of the direct and/or indirect and/or consequential losses, losses due to delays, direct trading losses, business interruption losses, lost profit, missed savings, loss of customers, reduced goodwill and reputational damage sustained by the Contractor under and/or in connection with an Agreement, unless the loss sustained by the Contractor was caused by intent or wilful misconduct on the part of the Client and/or persons in respect of whom the Client is liable pursuant to the law.

#### Article 10 - Invoicing and payment

- 10.1 All invoices sent by the Contractor must be addressed to the Client for the attention of the accounts payable department. Invoices must (i) satisfy all statutory requirements, (ii) state the Client's order number, (iii) be provided with a copy of a document evidencing that the claim approved by the Client and (iv) be specified soundly. The Client reserves the right not to process invoices that do not satisfy these requirements and send them back to the Contractor.
- 10.2 Payment shall be made within 60 days after receipt of the relevant correct and complete invoice or, if receipt and approval of the goods or the delivery and approval of the work take place at a later moment, within 60 days after receipt and approval of the goods in question or delivery and approval of the work in question.
- 10.3 Payment does not imply acknowledgement that the goods delivered and/or the work performed comply fully with the Agreement, does not release the Contractor from any guarantee obligation or liability and does not prejudice the Client's rights under the Agreement, these Conditions and the law.
- 10.4 In case of payment in advance, the Client has the right to demand that the Contractor provides adequate security for compliance with its obligations. The Contractor is in default if it fails to comply with the above within the term set. If this is the case, the Client shall have the right to dissolve all or part of the Agreement and recover its loss from the Contractor.  
Without prejudice to its other rights, the Client has also the right to demand that the Contractor provides adequate security for compliance with its obligations in case of a failure on the part of the Contractor.  
Adequate security includes in any event an irrevocable bank guarantee that is payable at the Client's first request issued by a first-class Dutch bank in the amount of the amounts paid in advance in respect of the value of the overdue performance increased by statutory commercial interest, in which connection the costs of the bank guarantee are for the Contractor's account.
- 10.5 The Client has the right at all times to set off the amounts it owes on any basis whatsoever to the Contractor or any legal person or company affiliated with it against the claims on any basis whatsoever the Client or any legal person or company affiliated with it has against the Contractor or any legal person or company affiliated with it. The aforementioned right to set off also exists if payment of the claims is not yet due.
- 10.6 The Contractor waives any rights of suspension and/or retention and/or any other right to setoff.
- 10.7 The Contractor is obliged to submit its invoices to the Client within at most 6 months after Delivery and/or completion of the Activities. Invoices submitted later shall not be handled.

#### Article 11 - Confidentiality

- 11.1 The Contractor commits that it shall observe confidentiality concerning all information, including but not limited to Confidential Information, drawings, schedules and other company data, which comes into its possession within the context of an Agreement from the Client or from another source and that it shall not disclose this information to third parties, make it available, allow access to it or otherwise make it accessible other than is necessary within the context of the performance of the Agreement and following written approval from the Client. The duty of confidentiality is intended to protect information stored on all data carriers such as, but not limited to paper, CD/DVD, USB stick and irrespective of the file format, such as .docx/.odt, .xlsx/.ods or .pdf, in which it is stored, displayed or processed.
- 11.2 Without the prior, written approval of the Client, the Contractor shall not make any statement to third parties concerning Confidential Information or otherwise disclose or reproduce this Confidential Information neither during the term of the Agreement nor after it has ended.
- 11.3 Without the prior, written approval of the Client, the Contractor shall not publish, use for promotional purposes or otherwise communicate to the outside world any photos or other images of items that are being or have been delivered by it on the instructions of the Client or of works that were performed by it on the instructions of the Client, and the Contractor shall not use the Client's name as a reference.
- 11.4 The Contractor shall also impose the duty of confidentiality referred to in this article on its employees and on all third parties that are involved in the performance of the Agreement in any way. The Contractor guarantees and warrants that its employees and the aforementioned third parties shall comply with the duty of confidentiality.
- 11.5 The physical and digital documents referred to in paragraph 1 of this article remain the property of the Client at all times and together with all copies created thereof must be returned to the Client at its first request failing which the Client shall have the right to suspend its payment obligations. This right of suspension does not prejudice the Client's other rights under the Agreement, these Conditions and the law.
- 11.6 The Contractor shall oblige its employees to comply with the duty of confidentiality and takes appropriate technical and organisational security measures in order to prevent Confidential Information from being lost or accessed unlawfully.
- 11.7 At the Client's request, the Contractor shall provide proof that the Contractor complies with its obligations under **article 11.2**, or cooperate in the exercise of supervision by or on behalf of the Client as regards the retention and use of the Confidential Information by the Contractor.
- 11.8 The Contractor makes all data that are in its possession or in the possession of the persons deployed by it within the context of the performance of the Agreement, including any copies thereof, available to the Client at its first request.
- 11.9 The Contractor notifies the Client immediately in writing if the Contractor and/or the persons deployed by it know or should reasonably know that the Confidential Information was lost or processed unlawfully.
- 11.10 The Contractor forfeits to the Client for each breach of the obligation that arises from this article an immediately due and payable penalty amounting to 10% of the overall order amount subject to a minimum of €10,000, without prejudice to the Client's right to claim compensation for damages. The Client has the right to set off the penalty and compensation against amounts owed to the Contractor.

#### Article 12 - Processing and protection of personal data

- 12.1 In so far as Personal Data are processed within the context of the performance of the activities, these Personal Data shall be Processed in a proper and careful manner and in accordance with the General Data Protection Regulation ("GDPR"). The capitalised words in this article that are not defined in these General Purchase Conditions are defined in Article 4 GDPR.

- 12.2 If required pursuant to the GDPR, the Contractor shall ensure that a data processing agreement or a joint controller agreement is concluded with the Client that implements the requirements provided for in Article 28 and Article 26 GDPR. The provisions of this article 12 in so far as the Client and the Contractor have not or have not yet concluded a data processing agreement or a joint controller agreement. The Contractor shall comply immediately with Article 28 GDPR if it is the Processor.
- 12.3 The Contractor takes appropriate technical and organisation measures to protect the Personal Data against loss or any other form of unlawful Processing, including unauthorised access, which comply at least with the statutory requirements provided for in Article 32 GDPR, while taking account of the state of the art and the nature of the Processing.
- 12.4 At the Client's request, the Contractor shall provide proof that the Contractor complies with its obligations under article 32 GDPR, or cooperate in the exercise of supervision by or on behalf of the Client as regards the retention, protection and use of the Personal Data by the Contractor.
- 12.5 The Contractor shall only process the Personal Data on the instructions of the Client, with the exception of deviating statutory obligations.
- 12.6 The Contractor shall not provide Personal Data or make them available to third parties unless such occurs on the basis of an express, written instruction from the Client or pursuant to an order issued by a judicial or administrative authority.
- 12.7 The Contractor informs the Client without delay, but in any event within four working days, of any court order, summons, statutory obligation or other obligation to share Personal Data with third parties.
- 12.8 The Contractor is obliged to inform the Client of any breach of the security of any kind that concerns or could also concern the Processing of Personal Data, without delay but in any event within 12 hours after the Contractor became aware of such a breach and shall implement without delay all necessary measures in order to limit as much as possible the risks and consequences of the breach for the Data Subjects and the Client.
- 12.9 The Contractor shall provide the Client without delay and for no consideration with all information the Client requires in order to be able to assess whether the aforementioned breach constitutes a data breach (Personal Data Breach) that must be notified to the Dutch Data Protection Authority and, if the Client is of the opinion that an obligation to notify the Personal Data Breach exists, provide the Client immediately and for no consideration with all information the Client needs to be able to perform such a notification. The Contractor shall then keep the Client informed of new developments surrounding the Personal Data Breach.
- 12.10 Any costs incurred to notify and resolve the Personal Data Breach are for the account of the party that incurs the costs, unless the Personal Data Breach arose as a failure to comply with the Agreement on the part of the Contractor in which case the costs are for the Contractor's account. In addition, the Client retains the option of applying other legal remedies. Communication concerning the Personal Data Breach shall always take place in consultation.
- 12.11 The Contractor informs the Client without delay, but in any event within four working days, concerning any request and/or any complaint from the Dutch Data Protection Authority or from Data Subjects concerning the Personal Data that are Processed during the performance of the Agreement.
- 12.12 The Contractor shall render to the Client all necessary cooperation when complying with the Client's obligations:
- concerning requests from Data Subjects relating to Personal Data;
  - to take appropriate technical and organisational measures to ensure a level of security appropriate to the risk;
  - to notify Personal Data Breaches to the supervisory authority and the Data Subjects;
  - to carry out a data protection impact assessment (DPIA);
  - to consult the supervisory authority before Processing that entails an increased privacy or other risk.
- 12.13 The Contractor shall return the Personal Data to the Client and/or delete them and remove existing copies at the Client's request immediately after the Agreement has ended, with the exception of statutory obligations that provide otherwise.
- 12.14 The Contractor notifies the Client immediately if an instruction issued by the Client constitutes a breach of the applicable Privacy Legislation in the opinion of the Contractor.
- 12.15 The Contractor indemnifies the Client against claims from itself and from third parties, including but not limited to the Dutch Data Protection Authority and Data Subjects, in connection with an attributable failure on the part of the Contractor to comply with the provisions of this article 12 and/or a breach of Privacy Legislation on the part of the Contractor and all costs related thereto and arising therefrom, including fines and costs of legal assistance and it shall compensate the Client's losses.
- Article 13 - Vicarious tax liability and Recipients' Liability and Labour Market Fraud (Bogus Schemes) Act**
- 13.1 In so far as the Vicarious tax liability and/or Recipients' Liability apply to an agreement, the following special obligations shall apply to the Contractor:
- structure its administration in accordance with the law and also otherwise comply strictly with its statutory obligations;
  - demonstrate its registration in the Commercial Register to the Client, as well as its industrial insurance board registration number, its VAT number and the number of its permit to establish a business, in so far as this permit its required;
  - hand over to the Client a man-days register, which states for each of the Contractor's employees: the name, Citizen Service Number, the date, hours worked;
  - allow the Client upon request to inspect the wage statements, the work permit and A1 certificate for national insurance contributions;
  - comply strictly with all of its obligations towards the employees deployed by it;
  - show each time such is requested by the Client a statement concerning its payment behaviour from the Tax and Customs Administration with respect to the payment of income tax and national insurance contributions;
  - indemnify the Client against its liability towards the Principal and/or third parties in connection with the Contractor's failure to comply with its obligations pursuant to the Agreement or pursuant to the law;
  - comply immediately with all other requests made by the Client in connection with its possible Vicarious tax liability and/or Recipients' Liability;
  - the G account agreement in the name of the Contractor.
- 13.2 The Client has the right at all times to pay the income tax and national insurance contributions for which the Contractor bears joint and several liability in connection with the work pursuant to the Vicarious tax liability and Recipients' Liability, by transfer into its G account forty percent of the invoice amount or forty percent of the wage costs if these have been stated in a specified manner. If the Contractor is NEN4400-certified with the Labour Standards Foundation, the amount to be paid by transfer into its G account may be adjusted to twenty-five percent of the invoice amount including any turnover tax or twenty-five percent of the wage costs including any turnover tax if these have been stated in a specified manner. In the event the Client exercises this right, the Contractor shall be obliged to state in its invoices not the amount in VAT due, but state in respect of VAT: 'VAT reverse-charged', in so far as permitted by law. In the aforementioned cases, payment thereof means that the Client has been granted discharge towards the Contractor in respect thereof in so far as it concerns these amounts.
- 13.3 If the Client has to pay wage tax and/or turnover tax and/or interest on overdue tax and/or costs in connection with Vicarious tax liability and Recipients' Liability, the Client shall have a right of recourse against the Contractor equal to the total of the amounts involved, to be increased by statutory interest as from the moment of payment by the Client and the costs incurred by the Client.

In the event the Client has had to pay these taxes and contributions after it had given the Contractor notice of default for taxes and contributions not paid by the Contractor or by subcontractors that come after it, the Client shall have a right of recourse against the Contractor for the full amount paid by it. The Client's claim shall be increased by statutory interest and costs incurred. The Client's compliance with the obligations pursuant to the applicable CLA or the law towards the employees of its Contractor means that the Client has a right of recourse against the Contractor amounting to all amounts paid by the Client in this connection, to be increased by statutory interest and costs incurred.

13.4 The Client has the right at all times to change the amount to be withheld or deposited if it is able to conclude within reason on the basis of the information available to it that the Contractor and/or subcontractors or suppliers of personnel shall actually owe a higher amount in wage tax than was determined in connection with the performance of the Agreement. In case these percentage change, the Client shall notify the Contractor thereof in writing.

13.5 In the event the Client has had to pay these taxes and contributions after it had given the Contractor notice of default for wage tax not paid by the Contractor or subcontractors that come after it, by suppliers of personnel or workers hired by them, the Client shall have a right of recourse against the Contractor for the full amount paid by it such in derogation from the provisions of Sections 55 and 56 of the Collection of State Taxes Act 1990. The Client's claim shall be increased by statutory commercial interest and costs incurred.

13.6 In the event the Contractor is declared bankrupt, the Client shall have the right to suspend its payment obligations until the Client has received an indemnifying statement from the Tax and Customs Administration from which it is evident that the Client shall not be held liable in connection with the Liability of Recipients, Subcontractors and Clients 2004 Implementing Regulations or the vicarious tax liability and recipients' liability provisions in connection with wage tax wrongfully not paid by the Contractor and/or the subcontractors or suppliers of personnel contracted by it. The trustee or the pledgee or the grantee is obliged to ensure that it obtains the aforementioned statement or statements.

13.7 The Client's compliance with the obligations pursuant to the applicable CLA and/or legislation towards the employees of the Contractor or third parties engaged by or on behalf of the Contractor means that the Client has a right of recourse against the Contractor amounting at least to all amounts paid by the Client in this connection. The Client's claim shall be increased at least by statutory commercial interest and costs incurred.

## Article 14 - Prohibition of assignment and pledge

14.1 The Contractor is not allowed without the Client's prior, written approval to assign, pledge or otherwise encumber or transfer to a third party all or part of the claims it has or may acquire against the Client under the Agreement. The provision above is intended to exclude the transferability of the aforementioned claims on the basis of Article 3:83(2) DCC. This exclusion affects property rights.

## Article 15 - Suspension, termination

15.1 Without prejudice to its other rights pursuant to the Agreement and/or these Conditions and/or the law, the Client has the right to suspend its obligations under the Agreement or, without such requiring any notice of default or judicial intervention, terminate all or part of the Agreement by means of a written notification addressed to the Contractor and charge all or part of the performance of the Agreement to one or more third parties for the account and risk of the Contractor; if:

- a. the Contractor fails to comply with its obligations under the Agreement and/or these Conditions and/or the law, or fails to do so on time or properly;
- b. the Client has good reason to fear that the Contractor shall fail to comply with one or more of its obligations under the Agreement and/or these Conditions and/or the law;
- c. the Contractor has been declared bankrupt, its bankruptcy has been applied for, the Contractor has been granted provisional or permanent suspension of payment or an application to that effect has been made, a statutory debt restructuring scheme has been declared applicable to the Contractor or an application to that effect has been made;
- d. the Contractor is placed under moratorium;
- e. the Contractor dies;
- f. the Contractor's business is liquidated;
- g. the Contractor ceases its business operations or transfers control over its business to another party;
- h. attachment in execution or prejudgment attachment has been levied against property of the Contractor, which attachment has not been lifted one month after the attachment was levied;
- i. the Contractor has made or offered directly or indirectly any gift or promise of any kind whatsoever that is unacceptable to the Client to the employees of the Client or the Principal;
- j. the Principal terminates or dissolves prematurely the assignment it has granted to the Client and in which connection the Client has contracted with the Contractor.

15.2 If pursuant to both the law and the Agreement and these Conditions the Contractor is not in default until after it has been given notice of default, the Client shall not proceed with full or partial termination of the Agreement in cases referred to in paragraph 1(a) of this article until after it has sent the Contractor a notice of default that sets a reasonable term for performance and performance was not delivered within this term.

15.3 In the case referred to in paragraph 1(j) of this article, the Contractor can only claim compensation from the Client if and in so far as the Client is able to claim compensation from the Principal in connection with the part of the work charged to the Contractor. Apart from the case referred to above, the Client shall not be obliged to pay any compensation however named in case of full or partial termination of the Agreement.

15.4 All of the Client's claims against the Contractor are immediately due and payable in full in case of full or partial termination.

15.5 The Client has the right to terminate the Agreement at any time without observing a notice period and without stating reasons. If this is the case, the Client shall only pay the Contractor a fee to be determined in proportion to the status of the Performance at the moment of termination and on the basis of the agreed price, possibly increased by the reasonable costs that were not taken into account in the aforementioned amount.



- 15.6 With the exception of a failure or a circumstance that cannot be attributed to the Contractor, the Contractor forfeits to the Client for each full or partial dissolution of the Agreement a penalty amounting to 10% of the overall order amount subject to a minimum of €10,000, without prejudice to the Client's right to claim compensation on the basis of the law. Attributable or non-attributable failures on the part of suppliers and other auxiliary persons of the Contractor, strikes, lack of personnel and personnel illness do not constitute force majeure on the part of the Contractor in any event.
- 15.7 Without prejudice to its other rights, the Client has the right in any event in case of full or partial dissolution and/or termination, at its discretion:
- to send back to the Contractor the goods already delivered/demolish the work already performed by the Contractor and claim back payments already made in connection with these goods/this work;
  - to not send back the goods already delivered/not demolish the work already performed and arrange itself or have a third party arrange for further performance of the Agreement, making use, against a reasonable fee to be agreed after the fact or otherwise, of the materials and construction materials used by the Contractor, as well as auxiliary materials, such as scaffolding, hoist and transport tools and suchlike.

#### Article 16 - Disputes

- 16.1 All disputes, including those that are only considered to be disputes by one of the Parties, which may arise between the Parties as a result of or in connection with the Agreement or any agreement that arises from it, shall be settled, at the Client's discretion, by the Arbitration Board for the Building Industry in accordance with the regulations that apply at that time or by the court of the District in which the Client has its registered office.
- 16.2 If the Contractor wishes to submit a dispute to this court, it shall notify the Client in writing including a brief description of the dispute, whereafter the Client shall communicate which authority referred to in paragraph 1 it prefers within a period of two weeks.
- 16.3 In the event the Client acts as claimant in third-party proceedings, it shall have the right to bring the dispute before the regular courts or the arbitral tribunal where the principal action is pending.

#### Article 17 - Applicable law

- 17.1 The legal relationship between the Parties is governed by and constructed in accordance with the laws of the Netherlands.
- 17.2 The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) is excluded.

#### Article 18 - Partial voidness

- 18.1 The Parties agree that should any provision of the Agreement be invalid or unenforceable then they shall forthwith enter into good faith negotiations to amend such provision in such a way that, as amended, it is valid and legal and to the maximum extent possible carries out the original intent of the parties as to the point or points in question.
- 18.2 Any voidness or ineffectiveness of a part of the Agreement and/or these Conditions does not alter the validity and applicability of the other part of the Agreement and/or these Conditions.

#### Article 19 – Code of Conduct

- 19.1 Client applies the Hanab Code of Conduct. All employees of Hanab Group B.V. and its subsidiaries are obliged to comply with this Code of Conduct. The current Hanab Code of Conduct can be found on the website [www.hanab.nl](http://www.hanab.nl). The Contractor takes note of the aforementioned code of conduct and conforms to its content. The Contractor guarantees and warrants that this code of conduct, or the Contractor's own code of conduct that complies with the code of conduct developed by the Foundation for the

Assessment of Integrity in the Construction Industry (SBIB), apply to all employees of the Contractor as well as all workers, advisers, contractors, suppliers and other auxiliary persons engaged by the Contractor.

- 19.2 The Contractor guarantees and warrants that its offers are drawn up in a lawful manner, without such involving agreements or concerted practices with fellow tenderers, subcontractors and/or other third parties that are intended or were intended or result or resulted in the fact that competition is or shall be obstructed or limited in an unlawful manner and/or that prices are or were increased in an unlawful manner.
- 19.3 In case of a serious suspicion of acts in contravention of the Hanab Code of Conduct and/or the Contractor's own code of conduct as referred to in paragraph 1 of this article, the Client shall have the right to have an investigation carried out by an independent forensic accountant. The Contractor shall cooperate fully in this connection.
- 19.4 At the Client's first request, the Contractor shall submit a Certificate of Good Conduct (VOG) for each of the employees deployed by it.

#### Article 20: Intellectual property

- 20.1 The Contractor guarantees that the goods to be delivered by it and the work to be performed by it do not infringe any intellectual and/or industrial property rights or other rights of third parties.
- 20.2 The Contractor indemnifies the Client against all claims that arise from any infringement or alleged infringement of the rights referred to in paragraph 1 of this article.
- 20.3 All intellectual property rights that exist anywhere in the world, including but not limited to copyrights, database rights, design rights, trademarks, trade names, domain names, patents, knowhow and other sui generis (intellectual property) rights, registered or unregistered, and including all priority rights, divisions, continuations and extensions of such rights, applications for and claims in respect of such rights, as well as all related rights of claim and other rights, including but not limited to the right to compensation and surrender of profits (hereinafter referred to as: "Intellectual Property Rights") in respect of the items made available to the Contractor within the context of the Agreement, such as but not limited to drawings, materials, moulds and other movable property, are vested exclusively in the Client.
- 20.4 The Contractor only acquires the right to use the matters made available to the Contractor by or on behalf of the Client within the context of the Agreement for the duration of the Agreement for the purpose of the performance of this Agreement. The Contractor does not have the right to transfer this right of use to third parties or grant a licence for use to third parties.
- 20.5 In so far as the results of the activities, such as reports, drawings, designs, which are performed for the benefit of the Client by the Contractor are encumbered with Intellectual Property Rights, such rights shall be vested exclusively in the Client. Any rights that have arisen on the part of the Contractor within the context of the performance of the Agreement are transferred to the Client unconditionally and irrevocably and without any compensation being due as a result of the Agreement being signed, which transfer is hereby accepted by the Client. If such should prove necessary for formal reasons, the Contractor shall cooperate at the Client's first request and without imposing further conditions in the signing of a deed and perform all acts that should prove necessary for ensuring that all Intellectual Property Rights that have arisen within the context of the performance of the Agreement between the Client and the Contractor come to be vested in the Client.



- 20.6 With the exception of the cases referred to in paragraph 3 of this provision, the Contractor is not allowed to use the Intellectual Property Rights without the Client's prior, written consent.
- 20.7 If the Contractor is the party (primarily) responsible for the Building Information Model (BIM), it shall grant the parties involved access to the BIM software free of charge until the end of the defects liability period during the design and performance of the building contract, also in the event his assignment ends prematurely.

## **Additional Conditions concerning hired-in personnel**

The following definitions, conditions and articles apply supplementary to those above in case the Client hires in personnel. The following definitions are applied for these additional conditions:

### **Working times:**

Every working day with working times between 07:00 hours and 19:00 hours.

### **The Contractor**

The party with which the Client contracts within the context of the hiring and/or recruitment and selection of personnel.

### **Agreements**

All agreements concluded between the Client and the Contractor, a purchase order issued by the Client, a Framework Agreement, a Procurement Contract and/or Project Agreements and/or Partial Agreement.

### **Project Agreement**

An agreement concluded between the Client and the Contractor in which the parties have laid down the terms and conditions, including in particular the commercial conditions for the purpose of the Activities to which no Framework Agreement applies.

### **Framework Agreement**

The agreement concluded between the Client and the Contractor in which the parties have laid down the terms and conditions, including in particular the commercial conditions for the purpose of the Partial Agreements to be concluded between the parties.

### **Partial Agreement**

The agreements concluded between the Client and the Contractor on the basis of a Framework Agreement.

### **Hired-in Personnel**

The personnel made available by the Contractor to the Client on the basis of a Framework Agreement or Partial Agreement or Project Agreement. This also includes self-employed persons without employees.

### **Activities**

All of the activities to be performed by Hired-in Personnel.

### **Representative**

The person designated by the Client.

## **Article 21 - Outsourcing and hiring in personnel**

- 21.1 Unless otherwise agreed in writing, the Activities are called-off in hours.
- 21.2 The Contractor's performance of the Activities must not deviate from the Agreement unless the Client's Representative has agreed to a deviation in writing.
- 21.3 The Contractor shall comply with all applicable statutory regulations and indemnify the Client in full against the consequences of a failure to comply with these regulations.

## **Article 22 - Obligations on the part of the Contractor**

- 22.1 The Contractor guarantees that the Hired-in Personnel complies with the 'Hanab Code of Conduct' and the 'Occupational and Environmental Rules' of Hanab Projects B.V..
- 22.2 In the event a certificate is required for the Activities, the Contractor shall ensure that the Hired-in Personnel holds the certificate on time and shall assume the related costs for its account.
- 22.3 The Contractor must hold a current list of certificates of its employees. The Contractor is obliged to hand over this document when the Client performs a check.
- 22.4 The Contractor must hold a valid SCT certificate and shall ensure that the Client comes into possession of a copy thereof.
- 22.5 The Contractor is not allowed to hire in employees of third parties and hire them on to the Client unless it has obtained the Client's approval to do so.

- 22.6 The Contractor shall arrange for replacement of Hired-in Personnel without delay at the Client's first request.
- 22.7 The parties do not conduct active recruitment policy towards each other's employees.
- 22.8 In case of Outsourcing, the Contractor shall be fully responsible for the correct and efficient performance of the deployment of Hired-in Personnel.
- 22.9 The Contractor declares with a view to the performance of the Agreements and Partial Agreements that the employees made available by it were deployed in accordance with all statutory rules and obligations and have been registered in accordance with the applicable legislation. The Contractor commits that it shall only deploy employees whose valid proof of identity it has checked for correctness and which it has included in its administration. In the event foreign nationals are deployed in accordance with the Aliens Act, the Contractor shall also be obliged to arrange for all permits, approvals and certificates required for the Activities, including but not limited to work permits and A1 certificates for national insurance contributions. The Contractor provides the last and first name, date of birth and Citizen Service Number of every new or existing employee before deploying this employee. Employees are obliged to show the original proof of identity to the Client on the first day of work where after the Client shall determine the identity of the employee in accordance with the law. A copy of the work permit and a copy of the proof of identity must also be provided if it concerns an employee from outside the EEA or Switzerland. The Contractor must ensure that the Client has access to or has possession of the aforementioned documents at all times.
- 22.10 The Contractor is obliged to comply with all statutory requirements. Any fines to be paid by the Client and/or the Principal of the Client and/or losses resulting from a failure to comply with statutory requirements on the part of the Contractor, including but not limited to fines imposed by the Labour Inspectorate are for the account and risk of the Contractor. The Contractor is obliged to reimburse these fines and/or losses at the Client's first request.
- 22.11 The Contractor shall comply with and act in accordance with all applicable legislation and regulations when performing Agreements and Partial Agreements. Accordingly, the Contractor is responsible for and the Contractor guarantees towards the Client strict compliance with the obligations that arise for the Contractor from the law, including but not limited to national insurance and tax legislation pertaining to the employees made available to the Client by the Contractor.
- 22.12 The Contractor complies with the current legislation and regulations, including the Labour Market Fraud (Bogus Schemes) Act and any applicable CLAs, when performing the Agreements and Partial Agreements. The Contractor guarantees towards the Client that the payable user company and other remuneration, taxes, national insurance contributions, pension and other insurance contributions, with respect to the employees made available by it within the context of this Agreement have and shall be paid on time, in full and correctly.
- 22.13 The Contractor commits that following a request to that effect from the Client it shall provide copies of payslips of the employees made available by it, provided with proof of payment, and that it shall provide copies of documents from which the terms of employment agreed with the employee are apparent.
- 22.14 If the Client for any reason whatsoever is held liable or jointly liable for a failure to comply with the abovementioned payment and other obligations or a failure to do so on time in connection with the employee or employees made available by it, the Contractor shall indemnify the Client fully in so far as this is permitted by law against the damage, taxes, penalties, costs and interest that is owed or that shall be owed by the Client in this connection, and the Client shall have the right to implead the Contractor in this connection.
- 22.15 In the unlikely event the Client is confronted at any time with one or more assessments or additional assessments in connection with wage tax or national insurance contributions in connection with the employees made available by it, the Contractor shall indemnify the Client against any claims in this connection in so far as this is permitted by law.

- 22.16 The Contractor shall arrange for all government permits and exemptions required in order to be able to comply in a lawful manner with its obligations under the Agreements and the Partial Agreements. All related costs are for the Contractor's account.
- 22.17 The Contractor is liable for and shall indemnify the Client against all rights, claims, costs and losses, related to a failure to comply with the Foreign Nationals (Employment) Act.
- 22.18 The Contractor ensures that the employees made available by it handle all information that comes into their possession during the performance of the activities with the greatest degree of confidentiality and do not use it for any purpose other than the purpose for which the information was made available. If such is requested by the Client, the employees made available by the Contractor shall sign a non-disclosure agreement presented by the Client.
- 22.19 In case of any deviations from the rules set out above, the Contractor shall be obliged to compensate all losses incurred by the Client as a result. What is more, the Client shall have the right to dissolve the Agreement with immediate effect or to terminate it without owing any amount or compensation if this is the case.

#### Article 23 – Taking over Hired-in Personnel

- 23.1 Taking over Hired-in Personnel is possible throughout the entire contract period subject to the conditions laid down in the Agreement concluded with the Contractor.

#### Article 24 - Liability

- 24.1 The Contractor guarantees that the Hired-in Personnel complies with the requested job requirements, certificates, valid diplomas, references and, if applicable, the correct permit within the context of the Foreign Nationals (Employment) Act. If it becomes clear that the Hired-in Personnel fails to comply with the requested job requirements and/or certificates, the Contractor shall be obliged to replace the Hired-in Personnel for its own account and risk. If this is the case, the Client shall not owe any payments for this Hired-in Personnel either. All losses sustained and to be sustained by the Client in this connection, including consequential loss, is for the account and risk of the Contractor.
- 24.2 Any liability for losses sustained by the Contractor's Hired-in Personnel arising from the provisions of Articles 7:658 DCC and 7:611 DCC and 6:248 DCC is and remains fully for the Contractor's account. The Contractor indemnifies the Client against all liability for losses sustained by the Contractor's Hired-in Personnel arising from the provisions of Articles 7:658 DCC and 7:611 DCC and 6:248 DCC. The Contractor indemnifies the Client against all liability for losses pursuant to Article 6:170 DCC that have arisen as a result of the actions of employees made available by the Contractor. The Contractor must take out adequate insurance to cover the liability risks referred to in this article. Furthermore, the Contractor must have taken out sound accident and liability insurance that provides sufficient cover against losses that can arise in case of or as a result of the performance of the agreed activities.

#### Article 25 - Rates

- 25.1 The rates against which the Contractor shall supply the Hired-in Personnel to the Client shall be laid down in an Agreement to be concluded between the Parties.
- 25.2 Overtime allowances and/or rates only apply if they have been agreed in writing between the Client and the Contractor. The Contractor is only allowed to charge overtime to the Client if the Client requested overtime in writing and the Client consented in writing to the stated number of hours overtime.
- 25.3 The rates referred to in this article are "all-inclusive".

#### Article 26 - Time recording and invoicing

- 26.1 The average number of days and hours to be worked per week by the Hired-in Personnel during the term of the Agreement or the Partial Agreement are included in a Partial Agreement or a Project Agreement. The Hired-in

Personnel shall consult with the Representative when structuring its working hours. The Hired-in Personnel shall submit the hourly time sheets to the Client's representative on a weekly basis in accordance with the Client's instructions that apply in this connection. The hours actually worked may be invoiced on a monthly basis after they have been approved by the Representative. In case deviations arise in the hours or the extension in the Partial Agreement, both the Client and the Contractor must agree to the deviations that have arisen. It is not allowed to submit collective invoices. Any invoices and/or annexes that require correction shall be returned.

- 26.2 Invoices must comply with the requirements provided for in Sections 35, 35a and 35b of the Turnover Tax Act 1968. In addition, the Contractor must state in any event the following in a clear and well-ordered manner on dated and numbered invoices:

- name, address and place of business of the contractor;
- the contractor's turnover tax number;
- the contract number pertaining to the work;
- the work and place or places of delivery or performance to which the invoice relates;
- the period and the performance delivered to which the invoice relates;
- the amount already invoiced, including the invoice in question;
- the amount still to be invoiced;
- the amount of the wage bill for wage tax and national insurance contributions purposes included in the invoiced amount;
- the amount that must be deposited into the G account of the contractor itself as well as the number and institution where the G account was opened;
- a statement as to whether the turnover tax reverse-charge mechanism applies or does not apply and, in the latter case, the amount due in turnover tax.
- Invoices that do not satisfy the abovementioned requirements are not paid by the Client.

- 26.3 Invoices must be accompanied by a man-hours register signed by both parties that must include a statement of all workers deployed by the contractor for performance of the work, Citizen Service Numbers, withholding tax number and the number of hours worked. Invoices must be accompanied by a supplier or site manager receipt or a settlement list signed by the Client.

- 26.4 Security in so far as required by the General Conditions, Framework Agreement and/or the Partial Agreement or Project Agreement shall be provided in accordance with the agreements made between the parties and in accordance with a model provided by a bank or insurance company approved by the Client. If the validity of such a guarantee lapses before the event takes place for which the guarantee was issued originally, the Contractor shall be obliged to arrange for extension of the term of validity as demanded by the Client. Neither party has the right to assign claims.

- 26.5 The Client has the right to deduct amounts it owes on any basis whatsoever to the Contractor and/or companies affiliated with the Contractor from the claims the Client has against the Contractor and/or companies affiliated with the Contractor on any basis whatsoever. This provision does not prejudice any reliance on the part of the Client on setoff.

#### Article 27 - Insurance

- 27.1 The Contractor must hold and maintain at least the following insurance in connection with the performance of the Activities, with insurers and subject to conditions that are satisfactory to the Client. The insurance provisions referred to in this article do not limit or release the Contractor from its responsibility.

- Employee insurance schemes and employer insurance schemes and/or similar statutory national insurance schemes in accordance with the applicable statutory requirements;
- Third-party insurance with a cover of at least EUR 2,500,000 per event concerning death, injury and property damage.

- 27.2 If desired by the Client, the Contractor shall be obliged to have its insurer or insurers issue a certificate of insurance,

which states the type of insurance and the amounts covered, as well as the insured period of each policy plus a statement that no insurance shall be cancelled or changed drastically during the performance of the Activities, without such being notified to the Client in writing at least 30 calendar days in advance.

27.3 The applicable insurance cover must be in effect, to the satisfaction of the Client, for the entire period in which the Activities are carried out until the Partial Agreement and/or Project Agreement has ended.

27.4 Apart from the provisions of this article entitled "Insurance", it is up to the Contractor to take insurance

measures for the purpose of covering its liability. If the Contractor fails or refuses to take out a required insurance at any time or if an insurance is cancelled, the Client shall have the right to arrange for this insurance itself. If this is the case, the price to be paid by the Client on the basis of the Agreement or the Partial Agreement shall be reduced by the amount of the costs incurred by the Client in this connection.