

GENERAL PURCHASE CONDITIONS of SPIE Nederland B.V. in Breda dated 1 January 2023

as filed with the Court Registry of the Zeeland West - Brabant District Court in Breda, on 9 January 2023 under number 1/2023

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SECTION A. General stipulations

Article 1 - Scope of Application

1.1

These General Purchase Conditions are applicable to all requests for an offer made by SPIE Nederland BV and its subsidiaries (hereinafter "the Client") and to all contracts whereby the Client is the acquirer of goods and/or services and/or works of a tangible nature supplied by a third party (hereinafter "the Other Party") as well as to all (other) orders issued by the Client to the Other Party, in the broadest sense of the word. The aforementioned contracts and orders shall be referred to below as "the Contract". The applicability of general conditions used by the Other Party and/or all (other) deviations from these General Purchase Conditions is excluded unless the parties have expressly agreed otherwise in writing.

1.2

No stipulation of the Contract shall be deemed to create obligations between the Client and third parties other than the Other Party.

Article 2 - Offer

To the extent the offer of the Other Party does not expressly provide for otherwise, the offer of the Other Party shall be deemed to remain in force for at least three months and the offer shall be irrevocable during that period.

Article 3 - Order

The Client shall only be bound to the Other Party if the Client has issued or confirmed an order in writing. The Client shall not under any circumstances be bound to verbal and/or written agreements made between the Other Party and employees of the Client without formal authorisation. In the event of differences between the content of the order of the Client and the content of its confirmation by the Other Party, the content of the order of the Client shall take precedence. The written order (confirmation) of the Client shall be binding towards the Other Party unless the Other Party informs the Client in writing within 5 working days that it does not consider itself bound by the order (confirmation), stating the disputed parts of the order. If the Other Party commences performance without a written order or order confirmation from the Client, such shall be at the Other Party's own expense and risk.

Article 4 - Performance, delivery and performance periods

4.1

The performance to be delivered by the Other Party pursuant to a Contract, such in the broadest sense of the word, including, but not limited to the delivery of goods, the rendering of services, the renting out of equipment, the hiring out or lending out of employees and/or the performance of work of a tangible nature, hereinafter referred to as "the Performance", shall be delivered within the period or periods stipulated in the Contract. These periods are strict deadlines. If the Other Party fails to comply in full, in a timely manner or at all, it will automatically be in default unless the Client decides to grant the Other Party a reasonable period of time in which to comply as yet, in which case the Other Party will be in default if compliance is not forthcoming within this reasonable period.

4.2

Acceptance of (part of) the delivered Performance shall not result in the Client no longer being able to exercise its rights by virtue of this Contract.

4.3

If the Other Party knows or should be able to foresee that it cannot deliver the agreed Performance in time, it shall be obliged to notify the Client thereof in writing without delay, stating the causes or circumstances and the anticipated time of delivery. A notification of that nature does not release the Other Party from any obligation arising from the Contract.

Article 5 - Language

All correspondence and documents related to the Contract shall be drawn up in the Dutch or English language.

These General Purchase Conditions have been drawn up in both Dutch and English. In the event of any difference between the two versions in (any) interpretation of their stipulations, the Dutch version shall prevail.

Article 6 - Quality and sustainability

6.1

The Other Party guarantees the quality and soundness of the Performance to be delivered and all raw materials, consumables and building materials as well as any auxiliary materials and equipment used by it.

6.2

Without prejudice to the requirements set forth elsewhere in these General Purchase Conditions, the Performance to be delivered by the Other Party shall meet the following requirements:

- a. suitability for its designated use;
- b. sound workmanship;
- c. legislation and regulations for, *inter alia*, safety, health, the environment and quality;
- d. the latest standards that are accepted as standard in the branch of industry, or which are frequently applied;
- e. the specifications, requirements, standards, drawings, samples given in the Contract
- f. the absence of any defect as provided for in Article 6:186 et seq. of the Dutch Civil Code;
- g. the absence of any threat to the environment and human and animal health.

6.3

If required by the Client, the Other Party shall be obliged to give the Client the opportunity to inspect the goods to be delivered, works of a tangible nature and their building materials and auxiliary materials, and/or to ascertain the quality and progress of the work. The Other Party shall cooperate in full with the above and provide an inspector with all such measurement equipment required to conduct the inspections so that they can be carried out with sufficient accuracy, and to provide all necessary specimens, material samples and so on. Not availing itself of the opportunity to carry out inspections shall not affect the rights of the Client by virtue of these conditions.

6.4

The Other Party shall operate a sound management system for safety, health, the environment, quality and information security to the satisfaction of the Client. At the Client's request, the Other Party will submit a certificate issued by an approved certification body in respect of the aforementioned management system. In the absence of this, the Other Party will enable the Client to audit the functioning of the

management system, in which respect the Other Party will render its full cooperation.

Irrespective of whether or not there is a certificate and irrespective of the result of any audit, the Other Party shall remain fully responsible for the quality and soundness of the Performance to be delivered and supplied.

6.5

Before commencing with the provision of the Performance, the Other Party must ensure that it is familiar with the applicable laws and regulations, the prevailing regulations on safety, health, the environment, quality and information security, with the specific SPIE rules and instructions and with the specific rules and instructions of the (customer) location to which it will be provided access within the context of the performance of the Contract. The Other Party shall deliver the Performance in strict compliance with the aforementioned laws and regulations, rules and instructions. The Other Party can be held liable for any damage that arises due to a failure to comply with the regulations or a failure to do so fully or properly.

6.6

The Client has the right at all times to require that a certificate of good conduct be submitted beforehand regarding the Other Party's employees and/or regarding third parties engaged in the performance of the Contract and/or that said employees and/or third parties undergo security screening in conformity with the rules applying at the Client. The Other Party will cooperate fully with the security screening. The Client has the right on the basis of the findings of said screening to reject the deployment of said employees and/or third parties for the performance of the Contract, without being required to state reasons, in which case the Other Party is required to immediately replace said employees and/or third parties with other employees and/or third parties having the same education, experience and expertise, without this causing delays or defects in the performance of the Contract. The costs arising from the provisions in this paragraph shall be payable by the Other Party.

6.7

The Other Party undertakes to take up its corporate social responsibility in accordance with the ISO 26000 principles. If requested, the Other Party shall provide information on its policy in respect of corporate social responsibility (CSR). Upon the request of the Client, the Other Party will be prepared to have itself certified for the sustainability certificate to be designated by the Client.

6.8

The Other Party must have a business continuity plan in which the Other Party indicates its business-critical processes and how, in the event of disruption, the Other Party minimises the impact so that the timely and full Performance under the Contract is not jeopardised. The Other Party will hand over said business continuity plan at the request of the Client.

6.9

The Other Party undertakes to comply with the SPIE Supplier Charter and the SPIE Code of Ethics. Both documents can be accessed on the SPIE website.

Article 7 – Failure

All failures to comply with the obligations of the Other Party pursuant to the Contract and/or these General Purchase Conditions shall give the Client the right, without prior notice of default and/or legal authorisation being required:

- a. to suspend any consideration that is owed to the Other Party for whatever reason; and/or
- b. to dissolve the Contract in full or in part by means of written notification to that effect; and/or
- c. to demand that the Performance be delivered within a reasonable period of time to be set by the Client, at the expense of the Other Party, in accordance with the requirements of the Contract; and/or
- d. to have the Performance carried out by a third party or to carry it out itself and to recover the related costs from the Other Party; and/or

- e. to reverse the part of the Performance that has already been carried out at the expense and risk of the Other Party; and/or

- f. to claim compensation of all damage suffered by it and damage suffered by third parties, including the customers of the Client.

These rights apply irrespective of the seriousness of the breach and without prejudice to the Client's other rights related to the failure other than in cases in which such would be unacceptable according to the principles of reasonableness and fairness.

Article 8 - Dissolution

8.1 The Client has the right to dissolve the Contract in full or in part by means of a written notification to that effect in the event of an attributable failure on the part of the Other Party, if the Other Party dies, is being liquidated, or is declared bankrupt, if executory attachment is levied against one of its assets, if it applies for a suspension of payment, if it is placed under guardianship or otherwise loses the right to dispose of its assets or if the Other Party or its subordinates promises/promise or provides/provide any advantage to subordinates or representatives of the Client.

8.2

Dissolution does not affect any guarantee obligations. In case of dissolution due to bankruptcy or liquidation, the Client is entitled to an amount of at least 5% of the total price and/or the contract price as a compensation for the circumstance that the Other Party can not perform its guarantee obligations.

Article 9 - Penalty

In the event the Performance is not delivered within the agreed term at the agreed place, the Other Party shall forfeit to the Client an immediately payable penalty of 1% of the price of the overall Performance for each day the failure continues, subject to a minimum of €1,000 and a maximum of 15%, without prejudice to the right of the Client to claim compensation of the losses actually suffered and to be suffered. In the event of delivery being permanently impossible, the penalty shall be immediately due and payable in full.

Article 10 - Costs

All costs, both judicial and extrajudicial, including the costs of legal counsel and costs of internal file handling, which are to be incurred by the Client in order to exercise its rights in respect of the Contract, shall be at the expense of the Other Party.

Article 11 - Prices

All prices, including the rates for man-hours, include all costs by any name, such as the costs of packaging, transport, insurance, taxes, levies, etc. There will be no set-off in the event of rises in wages, prices of materials and so on. The prices are fixed and cannot be altered. If no explicit statement is made to the contrary, the prices are exclusive of turnover tax.

Article 12 - Invoices and payment

12.1

Invoices shall be submitted as a single copy in digital form, after the delivery of the Performance has been approved. Invoices without a specification of the Client order number will not be accepted.

12.2

All invoices from any Other Party that can be considered to be a (sub)contractor or temporary employment agency in respect of a Performance it has delivered to the Client must state or be accompanied by:

- a. a description of the Performance and the place where it is carried out;
- b. the time period or the time periods in which the Performance is carried out;
- c. the amount of the wages included in the invoiced amount;

- d. the statement “Omzetbelasting verlegd”, (turnover tax reversed) and the amount of the reversed turnover tax if applicable;
- e. registration, signed by an authorised employee of the Client, listing the persons that have been hired or have carried out Work on a subcontracting or contracting basis and the dates on which and hours during which those persons carried out activities during the time period over or the time periods within which the invoiced Performance was carried out (“man-hour register”).

12.3

Invoices shall be paid 60 days after receipt of the invoice, unless otherwise required by law, and only if:

- a. all requirements set in these General Purchase Conditions for invoices have been met;
- b. the Performance on which the invoice is based has been carried out and accepted by the Client;
- c. all documentation has been received that should be considered to form part of the invoiced performance, such as delivery protocol, drawings, quality and guarantee certificates and operating instructions.

12.4

With respect to payment of invoices by the Client, a percentage of two percent is agreed upon for the purposes of Article 6:119a of the Dutch Civil Code

12.5

The Other Party undertakes to have an account for the payment of wage tax and social insurance contributions as referred to in the Collection of State Taxes Act (“G account”). Payment of 40% of the amount stated in the invoice that relates to the execution of the Work (see definition in Article 27) or hiring out shall, against discharge being granted by the Other Party, take place by way of a transfer to the G account of the Other Party.

If no (fully documented) division is made in the invoice between the (wage sum of) performances in respect of the execution of the Work or hiring out on the one hand and other performances such as the delivery of goods on the other, the Client shall pay 40% of the invoice amount to the G account of the Other Party and 60% to the bank account specified by the Other Party.

12.6

Payment does not constitute a waiver of rights of any kind. In the event the Client rejects the Performance in full or in part within a reasonable period following payment, the Other Party shall reimburse the Client for the relevant payments it has received within two weeks of a written notification to that effect, increased by the statutory interest on the amount paid from the date on which it was paid.

12.7

The Other Party's right to claim amounts due from Client shall expire one year after the day on which the relevant Performance is delivered.

Article 13 - Compensation

The Client has the right at all times to set off amounts owed to the Client and/or any other group company of the Client for any reason whatsoever by the Other Party or any legal entity affiliated to the Other Party against all that which is or shall be owed to the Other Party at any time. The Client shall also be entitled at all times to pay a legal entity affiliated to the Other Party in return for proper receipt any amount that the Client or one of its group companies owes or shall owe at any time to the Other Party. In this article, ‘a legal entity affiliated to the Other Party’ is understood to mean a group company of the Other Party or a legal entity whose ultimate beneficial owner, indirectly or otherwise, also has control over the Other Party.

Article 14 - Indemnification

14.1

The Other Party indemnifies and holds harmless the Client against all third-party claims for compensation of damage resulting from shortcomings in the Performance, the Contract and/or these General Purchase Conditions caused by the Other Party or those assisting it or otherwise.

14.2

The Other Party guarantees that delivery of the Performance to the Client and/or the Client's use of that Performance shall not infringe any industrial property right or other absolute right of third parties, including patent right, trademark right, copyright and property right, and the Other Party shall fully indemnify and hold harmless the Client and its group companies against all such claims and costs.

Article 15 – Liability and Insurance

15.1

The Other Party is liable for losses arising from non-compliance, incomplete compliance or late compliance with the Contract and/or these General Purchase Conditions or the failure to comply with any other contractual or non-contractual obligation to the Client, irrespective of whether that loss was caused by the Contracting Party, its personnel or third parties it has engaged, and irrespective of whether that loss was caused to (personnel or property of) the Client or to third parties.

15.2

The Other Party undertakes to take out business and professional liability insurance, including product liability and employers' liability cover, with a reputable insurer, which will adequately cover the risks associated with the Performance. This policy shall have a minimum insured capital of €2,500,000 per claim.

15.3

Changes in the Other Party's insurance policies, including changes in the terms and conditions resulting in a deterioration of the coverage as well as termination, must be reported immediately and in writing by the Other Party to the Client. Any change in insurance, including a deterioration in the insurer's rating under Standard & Poor's (or equivalent) shall entitle the Client to terminate the Contract immediately.

15.4

The Other Party shall provide the Client with a copy of this policy at the Client's request before commencing the Performance. If the Client considers the sum insured or the guarantees under the policy to be insufficient, the Other Party will immediately amend its policy at its own expense in accordance with the Client's guidelines.

Article 16 - Transfer of rights and obligations

The rights or obligations under the Contract cannot be transferred to third parties without the Client's written consent. The Other Party is not allowed to assign, pledge or to transfer these rights or obligations to a third party under any title whatsoever without written permission. This provision has effect under property law (“*goederenrechtelijke werking*”).

Article 17 - Drawings, models and software

All models, drawings, designs, software and (other) resources, such in the broadest sense of the word, that the Client makes available to the Other Party or which are made or developed by the Other Party and/or by the Client in the context of the Contract, as well as goods purchased by the Other Party that can be regarded as being included in the Performance, shall remain or become the property of the Client. Insofar as this document is not sufficient to bring about a transfer of ownership, the Other Party shall be obliged upon the first request of the Client to do everything necessary to bring about that transfer. The Other Party is not entitled to use or disclose specific knowledge that it has acquired in the context of the Performance without the written permission of the Client.

Article 18 - Force majeure

In cases of force majeure, compliance by the relevant parties with the obligations arising from the Contract shall be fully or partially suspended for the duration of the period of force majeure without the parties being obliged to pay each other compensation in connection with this. The other party shall be notified in writing of the existence of a situation of force majeure, supported by documentary evidence.

Force majeure is defined as an event that cannot be attributed to the party in question or be considered at its risk, including but not limited to natural disasters, riots, acts of war, fire and explosions. Staff shortages and inability to meet financial obligations shall not be considered to be force majeure.

Article 19 - Confidentiality

19.1

The Other Party is required to treat all data and information acquired directly and/or indirectly from the Client (or its client) during the term of the Contract confidentially and to observe secrecy with respect to such data and information towards third parties unless the Client has agreed beforehand in writing to a disclosure or communication to a third party. The Other Party will only use said confidential information for the purpose for which the Contract has been entered into.

19.2

This confidentiality does not cover said confidential information that:

- a. at the time of receipt was publicly known or otherwise belonged to the public domain, in a manner other than as a result of a breach of the Contract; and/or
- b. after receipt, other than due to the failure or negligence of the Other Party, has become publicly available or has otherwise become part of the public domain; and/or
- c. was already known to the Other Party at the time it was provided by the Client (or by its client); and/or
- d. is validly received from a third party that had no duty of confidentiality with respect to the data and information; and/or
- e. is made available at the request of the competent authorities.

In the case referred to under marginal letter e., the Other Party will inform the Client immediately of the request for disclosure.

19.3

The Other Party will ensure that employees and/or third parties engaged by it in the performance of the Contract will comply with the duties of confidentiality laid down in this article and act accordingly.

19.4

The Other Party will keep all information and data provided by or relating to the Client (or its client) at a place that is not accessible to third parties and ensure that these cannot be inspected or obtained by third parties. The Other Party will only keep said confidential information to the extent and for as long as necessary. In the event of (premature) termination of the Contract, the Client can choose to have this confidential information destroyed or returned in a manner to be agreed upon, at its first request. The accompanying costs are payable by the Other Party.

19.5

For each breach or failure to comply on the part of the Other Party with respect to the obligations referred to under this article, the Other Party will, without any notice of default being required, forfeit to the Client a penalty, immediately due and payable, that is not eligible for settlement of €10,000 for each incident and also €1,000 for each day the breach continues, without such prejudicing the right of the Client to claim compensation of damage actually incurred and to be incurred by it.

Article 20 – Protection of Personal Data and Information Security

20.1 The Other Party shall strive to be ISO 27001 certified or at least to operate in accordance with the ISO 27001 requirements and regulations.

20.2

The parties undertake to handle personal data carefully and in accordance with the applicable laws and regulations on the protection of personal data, including the General Data Protection Regulation (GDPR).

20.3

The Other Party shall inform the Client within 48 hours after the discovery of a security incident involving personal data in respect of which the Client is (co-)controller by sending a notice to privacy.nl@spie.com and shall agree in advance with the Client on the handling, possible reporting to the Data Protection Authority and internal and external communication regarding the aforementioned incident.

20.4

The Other Party shall be liable for any damage suffered by the Client (including any penalties imposed) arising from or related to the Other Party's failure to comply with this Article 20.

20.5

The Other Party shall indemnify and hold harmless the Client against claims from third parties (including the supervisory authorities) arising from or related to the Other Party's failure to comply with this Article 20, and the failure to comply of its personnel or third parties engaged by it, and will reimburse the Client for any related and consequential costs (including the costs of legal assistance) and damage.

Article 21 - Statements by the parties

All press statements and other forms of publicity and announcements relating to the Contract containing information designated as confidential or issues arising from this information as well as the way in which these statements are made require the prior written approval of the parties. The parties will not withhold from each other this written approval on unreasonable grounds.

Article 22 - Disputes

This Contract and all contracts arising from it shall be governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is excluded. Disputes shall be settled in the first instance by the competent court in the district of Zeeland – West-Brabant, location Breda, without prejudice to the right of the Client to have a dispute settled by means of arbitration in accordance with the rules set forth in the charter of the Court of Arbitration for the Metal Trade and Industry, subject to the proviso that in addition to these rules, the arbitrators are not authorised to alter what has been agreed between the parties.

SECTION B. Supplementary Purchase Conditions for the delivery of goods

Article 23 - Risk

The goods shall remain at the expense and risk of the Other Party until the time of delivery. The Other Party undertakes to keep the goods properly insured until that time. The transport and loading and unloading of the goods and the waiting times for loading or unloading are at the Other Party's risk.

Article 24 - Packaging, transport, delivery

24.1

The Other Party shall be responsible for ensuring that the goods being delivered are properly packaged. The packaging must be undamaged upon delivery. The packaging must be given the appropriate (hazard) markings and must be recollected at the Other Party's own expense upon the request of the Client. If a deposit scheme has been agreed, in which case the packaging shall remain the property of the Other Party, the packaging shall be collected by the Other Party upon the first request of the Client.

24.2

Delivery shall take place unloaded and carriage paid (building) site(s) as specified in the Contract, in the absence of which to the warehouse of the (relevant branch of) the Client. The delivery shall be accompanied by the customary transport documents that the Client requires to take receipt of the goods, drawings, quality and guarantee certificates, etc.

24.3

Immediately upon unloading the goods the Other Party shall present a waybill or packing slip for signature by a person authorised for that purpose by the Client. Signing the waybill shall not imply approval of the delivered goods or absolve the Other Party from any guarantee obligation and/or liability pursuant to the Contract entered into between the parties.

24.4

The Client shall not be obliged to inspect and/or check the quality of the goods as soon as they are delivered, but it will have the right to submit complaints to the Other Party within a reasonable period of time. The exceeding of any (statutory) time limit for complaints or the failure to take any particular action that was possible pursuant to the Contract shall not release the Other Party of any liability.

Article 25 - Transfer of ownership of the goods

The ownership of the goods shall pass to the Client upon the actual delivery of the goods at the delivery address to an authorised employee of the Client. The Other Party guarantees that it is authorised to deliver the goods and that the full and unencumbered ownership will be transferred.

Article 26 - Guarantee

26.1

The Other Party guarantees the absence of any visible or invisible defect in the goods for a period of least 24 months after delivery or, if longer, the longest of the following periods: 18 months after taking the goods into use or the period of the factory guarantee.

26.2

The Client has the right to exercise the rights that it can derive from a defect as soon as it considers that the goods do not comply with the provisions of the Contract, irrespective of the time at which the defect is established or could reasonably have been established by it. The Client cannot exercise the aforementioned right if the Other Party demonstrates that the goods meet the provisions of the Contract.

SECTION C. Supplementary Purchase Conditions for the (sub)contracting of work

Article 27 - Effect

These supplementary conditions are applicable to all Contracts under which the Other Party acts in respect of the Client as a contractor or subcontractor, hereinafter to be referred to as "the Subcontractor". The Subcontractor is defined as the party that undertakes, outside of an employment contract, to perform a work of a tangible nature in full or in part (hereinafter referred to as: "the Work") irrespective of whether there is an agreed price

Article 28 - Applicability of the conditions of the Client's client

28.1

The conditions that are applicable between the Client and its client shall be applicable mutatis mutandis to the Contracts between the Client and the Subcontractor (hereinafter referred to as "the Principal Contract") insofar as it is not apparent from (the context of) those conditions or from the Contract that a certain condition has exclusive effect between the Client and its client.

28.2

In case of contradiction between the Principal Contract and the Contract, Client shall decide which provision prevails.

28.3

Subcontractor will only be entitled to compensation of additional costs in accordance with § 47 UAV, § 44 UAV-GC and/or Article 7:753 of the Dutch Civil Code and/or on the basis of other applicable provision(s) regarding cost-increasing or unforeseen circumstances if and insofar as the aforementioned provisions have been expressly declared applicable, these claims are honored by Client's client and not before the Client has received the compensation from the Clients client.

Article 29 - Order of precedence

In the event of contradictions between provisions in documents forming part of the Contract, the following order of precedence shall be observed, whereby the lowest numbered document shall take precedence over the higher numbered document (1 shall be considered to be lower numbered than 2 and so on), unless the parties have expressly departed from this:

1. any Framework Agreement;
2. sub-agreement or project agreement;
3. purchase order;
4. General Purchase Conditions;
5. Principal Contract;

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Article 30 - Subcontractor's obligations

30.1

Without prejudice to the other obligations pursuant to these General Purchase Conditions in respect of the Subcontractor, the Subcontractor declares and guarantees to the Client:

- a. that it will carry out the Work properly, soundly and expertly, making use of sound materials, suitable for the purpose for which they are intended and in accordance with the provisions of the Contract;
- b. that it will comply exclusively with the orders and instructions given by the Client;
- c. that it will refrain from giving price estimates or offers to the (ultimate) client of the Client for extensions to or alterations of the Work accepted by the Client;
- d. that it is aware of and shall comply with all conditions, regulations and stipulations that are necessary for the correct execution of the Work, including the laws, safety and environmental rules, regulations, government instructions and special conditions of the (ultimate) client of the Client;
- e. unless provided otherwise in the Contract, that it is SCC certified or complies with/avails itself of an equivalent arrangement (such as demonstrably complying with SCC Appendix A) or certification in the opinion of the Client;
- f. that at the Client's request, it will provide a Safety, Health and Environmental (sub)plan, specifically for the activities of the Other Party and the risks that these activities entail for other parties. The Other Party shall also comply with the Safety, Health and Environmental Plan (SHE Plan) drawn up by SPIE for the work location in compliance with the applicable laws and regulations without any reservation;
- g. that its employees, to the extent applicable and relevant, have obtained the certificates required for the performance of the Work, including, but not limited to, a personal SCC certificate, and that this will be produced upon the first request of the Client;
- h. that before commencing earth works it will familiarise itself with the location of cables, pipes and pipelines and in that context will contact the appropriate bodies in good time and shall also put in place all measures that can prevent damage being caused to cables, pipes and pipelines;
- i. to follow the procedure as specified in paragraph 2 of this article.

In the event of non-compliance with the provisions of marginal letters b. and c. above, the Subcontractor shall forfeit to the Client an immediately payable fine of € 10,000 for each violation, without prejudice to the right of the Client to claim compensation of the losses that it has actually suffered and will suffer in the future.

30.2

The procedure:

- a. The Subcontractor shall inspect the building site, compare it with the contract documents and carefully study those documents, inspect the sites for its temporary facilities and ascertain the conditions under which the Work is to be carried out.

- b. The Subcontractor shall correctly use and maintain the materials that are issued to it, failing which it will be liable for the damage and costs.
- c. The Subcontractor shall draw up work reports and, if required by the Client, that shall be done in accordance with a model to be issued by the Client. It shall present weekly completed and signed work reports to the Client for approval.
- d. The Client can make a written request to its (ultimate) client and/or his authorised representative to give its orders and instructions directly to the Subcontractor. In that case, the Subcontractor shall be obliged to comply with the orders and instructions given by the (ultimate) client of the Client or his authorised representative, provided that the Subcontractor has received a copy of the Client's request to that effect.
- e. The Subcontractor is not authorised to make use of the employees (temporary workers) that are made available to it other than with the written permission of the Client.
- f. If the Subcontractor engages another subcontractor to carry out the Work in full or in part, it shall be obliged to stipulate that these General Purchase Conditions are applicable mutatis mutandis to the contract that it enters into with a subcontractor.

Article 31 - Amendments

31.1

The Client has the right at all times to make amendments to the technical specifications of the Work, such in the broadest sense of the word, if the Client judges that to be necessary for a clarification of the specification of the Work. Notification of such amendments, additions and/or omissions shall be given in written form. They shall be deemed to form an integral part of the Contract and shall not be considered additional work unless the Subcontractor makes a written objection to them within 5 working days of their receipt upon which the parties shall consult with a view to determining whether or not there is a question of additional work.

31.2

If, in the opinion of the Subcontractor, the content of the contractual documents insufficiently specifies the execution of the Work, the Subcontractor shall be obliged to request further instructions from the Client in good time, before commencement of the relevant part of the work.

31.3

The Subcontractor shall comply with all the provisions of the contractual documents and their purport and shall immediately inform the Client in writing of any errors found in them and shall not use them for its own benefit and/or to the detriment of the Work. Deviations from the Contract, other than in cases in which immediate action is required in keeping with the principle of good workmanship and the obligation to limit liability, shall not be permitted without the written permission of the Client.

31.4

The Client has the right to increase or reduce the scope of the Work. The Subcontractor shall comply with orders for additional or reduced work (contractual variations). The Client shall be only liable for the payment of additional work if written instructions for that work have been given.

Article 32 - Payment of additional work

The Client shall not pay the Subcontractor for additional work until the Client has received payment for that additional work from its client.

Article 33 - Coordination, losses due to delays

The Subcontractor shall be required to coordinate its activities with other contractors that are involved in the Work. The Subcontractor shall only be entitled to claim compensation of loss resulting from waiting times or (other) loss of efficiency and/or postponement of completion or delivery if and insofar as the Client is compensated for that loss by its client or is granted postponement of completion or delivery, respectively.

Article 34 - Documents

The Subcontractor shall submit the following documents to the Client upon the Client's first request and when submitting his invoice at the latest:

- a. a copy of an extract from the Trade Register of the Chamber of Commerce, not older than three months;
- b. a declaration, not older than three months, issued by the Tax and Customs Administration and by the industrial insurance board, attesting to its payment record as regards the payment of national insurance contributions, wage tax and social insurance contributions, for the employees that it has supplied;
- c. a copy of a fully valid G account agreement;
- d. a copy of its liability insurance policy.

At the Client's request, the Subcontractor shall provide on a random basis the pay slips and the expense allowances of the employees it has supplied in order to verify the correct cost calculations.

Article 35 - Personal data

35.1

The Subcontractor is obliged, in good time before commencing the work, to provide a statement of the following personal data of the employees it will deploy: name, initials, address, place of residence, date of birth, Citizen Service Number, nationality, type of identity document, number and period of validity. The Subcontractor shall also provide the Client with the following in respect of the employees it will deploy:

- a. if these are employees from outside the European Economic Area, a copy of a valid, legally recognised proof of identity;
- b. if the employee comes from a country that is not a member of the European Economic Area or Switzerland, a copy of a combined residence and work permit ('GVVA') or a copy of a work permit ('TWV') if such suffices;
- c. if applicable an A-1 certificate;
- d. upon the Client's request, a certificate of good conduct.

35.2

If applicable, the Other Party shall comply with the WagwEU.

35.3

In the event of violation of the Wet Arbeid Vremdelingen and/or the WagwEU, the Other Party will owe the Client an immediately payable penalty of EUR 10,000 for each violation, without prejudice to the Client's right to claim additional compensation for the damage actually suffered.

Article 36 - Dissolution

The Client has the right to dissolve the Contract concluded by means of a written declaration if the Principal Contract for services is terminated or suspended.

Article 37 - (Auxiliary) materials, equipment, tools, company clothing

The Subcontractor shall provide at its own expense all (auxiliary) materials, equipment, tools and company clothing – including helmets, safety goggles and ear protectors – that are needed for the Performance of the Contract. If the Subcontractor uses (auxiliary) materials, equipment, tools or company clothing of the Client, it shall be obliged to return them in the same condition in which it received them. The Subcontractor shall be liable for all damage caused in any manner to these goods during the time that they have been made available by the Client. The Subcontractor shall arrange at his own expense for the transportation of personnel, goods and work equipment to the location of the Work.

Article 38 - Storage, waste, environment

The Subcontractor is not allowed to store more materials at the Work site than is necessary for the immediate Performance of the Contract. The goods stored by the Subcontractor and/or third parties at the Work site are at the Subcontractor's risk. The Subcontractor shall clear away all waste, surplus materials and substances on a daily basis. If it has been agreed that the Client will provide waste collection

containers, the Subcontractor shall deposit the waste, surplus materials and substances in the designated collection containers.

Article 39 - Communication

Direct communication between the Subcontractor and the (ultimate) client of the Client concerning the Client's activities for that (ultimate) client or comparable activities shall only be permitted with the prior approval of the Client.

Article 40 - Liability and Insurance

40.1

The Client shall not be liable for indirect or consequential damages such as, but not limited to, loss of profit, loss of production, loss of income or loss of business, unless in case of intent or gross negligence.

40.2

Subcontractors carrying out a Work commit that they will take out public and professional liability insurance, including product liability, from a reputable insurer, which sufficiently covers the risks related to the Work. That policy must have a minimum insured capital of € 2,500,000 per occurrence. At the Client's request, the Subcontractor shall submit to the Client a copy of that insurance policy before commencing the Work. If the Client regards the insured amount or the guarantees of the policy to be insufficient, the Subcontractor shall immediately adjust the policy at its own expense in accordance with the directions of the Client.

Article 41 - Guarantee following completion

41.1

The Subcontractor guarantees that on completion the Work shall fully meet and continue to comply with the provisions of the Contractor and that it is and will remain fully suitable for the intended use. All components of the Work shall have the correct dimensions and capacities and be manufactured using the best materials. All defects that occur during the guarantee period shall be rectified by the Subcontractor at his own expense and upon the first request of the Client.

41.2

The guarantee period begins on the day on which the Work is delivered and ends no sooner than 18 months after the entire project of which the Work forms part has been accepted and put into operation by the Client or by its client. Parts of the Work that are altered, repaired or replaced pursuant to a guarantee obligation of the Subcontractor shall be accepted separately by the Client. The guarantee period for those parts shall be at least 24 months from the date of the acceptance in question.

Article 42 - Hidden defects

The Subcontractor shall be liable for defects in the Work that come to light following expiry of the guarantee period if the Work does not possess the properties that (the client of) the Client is entitled to expect pursuant to the Contract, for a period of at least five years following expiry of the guarantee period.

Article 43 - Service

The Subcontractor guarantees that for a minimum period of ten years following the end of the guarantee period it will carry out maintenance work and repairs and supply suitable parts at reasonable prices if so desired.

Article 44 - Prescription

Contrary to the provisions of Article 7:761, paragraph 1 of the Dutch Civil Code, a claim in connection with a defect in the Work that has been delivered will prescribe after five years have passed since the Client has submitted a complaint in that connection.

SECTION D. Supplementary Purchase conditions for hiring personnel

Article - 45 General

These supplementary conditions are applicable to all contracts whereby the Other Party (hereinafter also to be referred to as "the Supplier") makes personnel available (hereinafter also to be referred to as the "the Hired-in Worker") to the Client ("the Hirer) to carry out work under the supervision or management of the Client, whilst maintaining the employment relationship between the Hired-in Worker and their employer.

Article 46 - Own personnel/lending out of personnel

The Supplier shall supply the Client exclusively with its own personnel. There must be an employment relationship between these employees and the Supplier. Without the written permission of the Client, the Supplier is not permitted to hire personnel from third parties and to lend out those employees to the Client.

Article 47 - Documents The Supplier shall submit the following documents to the Client upon the Client's first request and when submitting his invoice at the latest:

- a. a copy of an extract from the Trade Register of the Chamber of Commerce, not older than 1 year;
- b. a declaration, not older than three months, issued by the Tax and Customs Administration and by the trade association, attesting to its payment record as regards the payment of national insurance contributions, wage tax and social insurance contributions, for the employees that it has supplied;
- c. a copy of a fully valid G account agreement;
- d. a copy of its liability insurance policy.

At the Client's request, the Supplier shall provide on a random basis the pay slips and the expense allowances of the employees it has supplied in order to verify the correct cost calculations.

Article 48 - Personal data of Hired-in Workers

48.1

The Supplier is obliged, in good time before supplying Hired-in Workers, to provide a statement of the following personal data: name, initials, address, place of residence, date of birth, place of birth, date of joining the Supplier's company, Citizen Service Number, nationality, type of identity document, number and period of validity. The Supplier must also submit to the Client all of the following documents relating to the Hired-in Workers being supplied:

- a. a recent curriculum vitae showing that the person concerned is qualified to carry out the Work in question;
- b. a copy of relevant diplomas obtained, personal SCC certificates, training courses followed and medical examinations;
- c. if these are Hired-in Workers from outside the European Economic Area, a copy of a valid, legally recognised proof of identity;
- d. if the Hired-in Worker comes from a country that is not a member of the European Economic Area or Switzerland, a copy of a combined residence and work permit ('GVVA') or a copy of a work permit ('TWV') if such suffices;
- e. if applicable an A-1 certificate;

48.2

If applicable, the Supplier shall comply with the WagwEU.

48.3

In the event of violation of the Wet Arbeid Vreemdelingen and/or the WagwEU, Supplier shall owe the Client an immediately due and payable penalty of EUR 10,000 per violation without prejudice to the Client's right to claim additional compensation for the damage actually suffered.

Article 49 - Hired-in Worker's obligations

The Supplier guarantees that the Hired-in Workers:

- a. shall at all times be able to identify themselves on the basis of a valid, legally recognised proof of identity;

- b. shall, upon the Client's request, be able to produce a certificate of good conduct.
- c. are willing and able to carry out the stipulated work;
- d. shall at all times observe the safety instructions imposed by (the client of) the Client and the Supplier and be enabled to do so by the Supplier passing on all relevant information to Hired-in Workers;
- e. give timely notice of any days' leave they intend to take, and that this is decided in consultation with the Client;
- f. report to the representative of the Client at the agreed time and place;
- g. shall have suitable and sufficient tools upon arrival at the Work site;
- h. are present at the Work site on time;
- i. keep to the working hours set by the Client;
- j. have sufficient command of the instruction language (Dutch, English or German), both verbally and in writing, to carry out the work competently and safely; and
- k. possess all (other) skills that are needed for the competent, safe and efficient performance of the Work they have been instructed to do.

Article 50 - Training fees

The fees for training courses for Hired-in Workers the Client considers necessary shall be at the expense of the Supplier. If the Client initially pays the fees of these training courses, the fees shall be reimbursed by the Supplier without delay.

Article 51 - Absenteeism, early departure

51.1

In the event a Hired-in Worker is not able to carry out the stipulated work, the Supplier shall ensure that the representative of the Client is informed of that in good time before commencement of the work. The Supplier shall then arrange a replacement Hired-in Worker within four hours upon the first request of the Client.

51.2

In the event the Hired-in Worker gives notice of termination during the first five working days, the Client shall not owe compensation for the first 16 hours worked by that Hired-in Worker.

Article 52 - Overtime

Overtime shall only be permitted on the explicit instructions of the Client. Client applies overtime rates in accordance with the applicable collective labour agreement (cao).

Article 53 - Confidentiality

The Supplier guarantees that the Hired-in Worker, if required by the Client with regard to the work to be carried out, shall sign a non-disclosure agreement to be drawn up by the Client. The Supplier and the Client undertake to treat all data and information confidentially and to protect their secrecy in respect of third parties. This duty of confidentiality extends also to the data concerning the Client's or its client's organisation, business operations and developments which come to the attention of the Supplier or its Hired-in Workers pursuant to this Contract.

Article 54 - Liability

The Supplier shall be fully liable for personal injury and/or property damage sustained by the employees made available by the Supplier and shall indemnify and hold harmless the Client against all claims in that regard, of the Hired-in Worker or of third parties, other than in cases of intent or gross negligence on the part of the Client.

Article 55 - Communication

Direct communication between the Supplier and the client of the Client concerning the Client's activities for that client or comparable activities shall only be permitted with the prior written approval of the Client.

Article 56 - Rules of conduct and safety

The Supplier guarantees that the Hired-in Workers it has made available shall at all times comply with the rules of conduct applied by the Client and its client. Hired workers must at least observe the following rules:

- a. the SPIE Rules & Instructions for safety, health and the environment;
- b. rules of civility;
- c. refrain from consuming and/or having in their possession alcoholic beverages and/or narcotic substances at the Work site and/or in vehicles for the Work and from being under the influence of said substances at the Work site and/or during commuter travel;
- d. present themselves in a clean and tidy manner;
- e. refrain from wearing offensive attire or badges;
- f. wear work clothing in the house colours of the Client without markings other than the word and/or figurative trademark of the Client;
- g. refrain from using sound carriers in an obtrusive manner;
- h. adhere to the company rules of the (ultimate) client of the Client;
- i. observe the customary and the internal rules of conduct of the Client regarding information security, as well as those of the Client's client.

Article 57 - Equipment

57.1

All Hired-in Workers shall be in possession of hand tools and approved electrical equipment. The costs of those tools are included in the standard hourly rate. In the event of an inspection revealing that the Hired-in Worker of the Supplier has defective and/or unsafe tools in his possession, the Supplier shall replace them without delay.

57.2

The Supplier shall ensure that all Hired-in Workers working for the Client shall be issued with personal protective equipment that is in a good state of repair. That must at least comprise: sound work clothing, safety helmet, safety gloves, safety shoes, safety goggles and ear protection.

57.3

The costs of replacing or repairing goods provided by the Client to Hired-in Workers as a result of their being lost or being used inexpertly or carelessly shall be at the Supplier's expense.

57.4

Upon completion of the work, any drawings, documents and data and goods that have been issued to Hired-in Workers shall be returned to the Client and/or be permanently deleted from data carriers.

57.5

The goods provided by the Client may only be used by the Hired-in Workers in the context of the Work being carried out. The Supplier shall notify the personnel it is bound by this obligation and guarantee that the Hired-in Workers shall actually comply with these obligations. In the event a failure to comply has been identified, the Supplier shall forfeit to the Client an immediately payable penalty of EUR 500 for each violation.

Article 58 - Non-compliance in respect of conduct or quality

58.1

The Client reserves the right to test the suitability claimed by the Supplier. The hours needed for that purpose shall be at the Client's expense, at the usual rate, if and insofar as the competence of the Hired-in Worker is demonstrated to the satisfaction of the Client.

58.2

If a Hired-in Worker does not meet the job profile of the Client, that person can be denied further access to the Work within one day of commencing his work, without the Client being liable for the payment of any compensation to the Supplier and/or the Hired-in Worker.

58.3

If, during the term of the Contract, a Hired-in Worker made available by the Supplier fails to comply with or meet the set requirements or there are serious comments concerning his or her conduct, the Client shall have the right to remove the Hired-in Worker with immediate effect, without the Client being obliged to pay any compensation of the costs that will be and have already been incurred by the Supplier in that regard, and without prejudice to the Client's other rights. The Client shall inform the Supplier of this within a reasonable period of time.

58.4

In the cases referred to in paragraphs 2 and 3 of this article the Supplier is required to replace the Hired-in Worker with another Hired-in Worker with the same education, experience and expertise without delay, without this causing delays or defects in the performance of the Contract.

Article 59 - Termination

59.1

The Contract ends by operation of law if the Work for which the Hired-in Worker has been made available ends, is suspended or so much earlier as agreed between the parties. The representative of the Supplier shall be informed of this in advance and as timely as possible.

59.2

The Client reserves the right to terminate the Contract (in full or in part) in the event of unforeseen circumstances, observing the following notice periods:

- a. for a deployment of up to three months: one day
- b. for a deployment of more than three months: four days
- c. in the case of force majeure or an attributable failure on the part of the Supplier: with immediate effect.

SECTION E. Supplementary Purchase Conditions for rental

Article 60 - Insurance

The Other Party shall make sure that all objects leased by the Client comply with the statutory requirements and are fully insured by the Other Party and at its expense, on the basis of the shell condition, also for the benefit of the Client and of third parties on the part of the Client. Insofar as the rented objects are motor vehicles, they must also be comprehensively insured against statutory liability under the Motor Insurance Liability Act (WAM). The maximum deductible for the Client is €1,000 for each occurrence.