

**PART A: GENERAL SECTION**

**Article 1. Definitions**

1. a. SPIE WorkspHERE: SPIE WorkspHERE B.V. and its affiliated group companies, as well as the partnerships in which SPIE WorkspHERE B.V. participates.
- b. Contracted Party: the natural person or legal entity with whom SPIE WorkspHERE entered into the Agreement.
- c. Client: SPIE WorkspHERE client.
- d. Agreement: the Agreement between SPIE WorkspHERE and the Contracted Party for the execution of work and/or delivery of goods and/or services by the Contracted Party, to which these General Purchase Conditions are applicable.
2. Section A of these General Purchase Conditions applies to all agreements.
3. Section B of these General Purchase Conditions applies if and for so far as the Agreement (also) provides for the delivery of goods.
4. Section C of the General Terms and Conditions applies if and for so far as the Agreement (also) provides for the contracting for work and/or delivery of services.

**Article 2. Governance and Integrity**

1. In its general operations and in the performance of the Agreement in particular, the Contracted Party is deemed to observe all relevant laws and regulations explicitly including, but not limited to, provisions with regard to competition, the environment and working conditions. Furthermore the Contracted Party will make an effort to contribute to socially responsible business practices.
2. In the performance of the Agreement, the Contracted Party is deemed to observe the standards as laid down in the Code of SPIE WorkspHERE or apply a code of conduct which at least meets the requirements of the aforesaid code. The Code of Business Conduct and Ethics can be requested from SPIE WorkspHERE.
3. In the performance of the Agreement, the Contracted Party is deemed to observe the standards as laid down in the Charter for suppliers and subcontractors of SPIE. The Charter for suppliers and subcontractors of SPIE can be requested from SPIE WorkspHERE.
4. In the event a CO2 footprint is requested by Client and/or SPIE WorkspHERE, the Contracted Party shall deliver, on SPIE WorkspHERE's demand, the requested information or provide information to this effect. The CO2 footprint is audited preferably by a certified institution.

**Article 3. Changes**

1. SPIE WorkspHERE has the right to demand that the scope and/or nature of the work to be carried out and/or the goods and/or services to be delivered is changed.
2. If, in the opinion of the Contracted Party, such changes affect the agreed price and/or delivery time, it shall inform SPIE WorkspHERE in writing within seven calendar days prior to effecting the change, after which SPIE WorkspHERE and the Contracted Party shall agree a new price and delivery time.
3. If, in the event of paragraph 2, no agreement is reached on a new price and delivery time, SPIE WorkspHERE is entitled to terminate the Agreement. The Contracted Party shall be paid by SPIE WorkspHERE for any work carried out and/or goods and/or services delivered to date, including costs directly relating to the termination.

**Article 4. Subcontracting**

1. The Contracted Party is not allowed to arrange for (part of) the Agreement to be carried out by third parties, without the prior written approval of SPIE WorkspHERE.
2. The Contracted Party indemnifies SPIE WorkspHERE against all claims made by third parties as a result of the Contracted Party having (part of) the Agreement carried out by third parties.

**Article 5. Obligation to warn**

1. The Contracted Party is obliged to warn for apparent errors and lack of clarities in documents and/or other information carriers, insofar made available by SPIE WorkspHERE.
2. The Contracted Party is obliged to inform SPIE WorkspHERE immediately in case that a timely performance may not be possible, or in case it becomes clear that the contract requirements may or will not be met.

**Article 6. Information**

1. If in the Agreement or its appendices SPIE WorkspHERE refers to technical, safety, quality or other instructions which have not been attached to the Agreement, the Contracted Party is deemed to be aware of the contents thereof, unless it immediately notifies SPIE WorkspHERE of the contrary. In that instance, SPIE WorkspHERE shall further inform the Contracted Party of the instructions.
2. If the performance of the Agreement includes the use of drawings, specifications, instructions, inspection regulations etc. made available or approved by SPIE WorkspHERE, they shall form an integrated part of the Agreement.

**Article 7. Non-competition**

The Contracted Party shall refrain from submitting offers or quotations to the Client in connection with an expansion or change of the work carried out by SPIE WorkspHERE. Nor shall the Contracted Party make other arrangements or come to settlements with the Client with regard to matters that concern the execution of work and/or the delivery of goods and/or services. Orders or instructions of the Client shall be carried out by the Contracted Party subject to approval of SPIE WorkspHERE.

**Article 8. Quality, inspection and testing**

1. Without prejudice to the obligations of the Contracted Party to carry out the necessary inspections itself, SPIE WorkspHERE, its Client and/or third parties acting on the instruction of the Client are at all times entitled to carry out inspections and tests, or arrange for these to be carried out, either during the performance or prior to the delivery, to which the Contracted Party shall render its assistance without further costs for SPIE WorkspHERE and make available staff and equipment to SPIE WorkspHERE for inspections and/or testing purposes. The Contracted Party further ensures that its own suppliers shall also render their full cooperation to that end.
2. Whether or not SPIE WorkspHERE has exercised its right referred to in the previous paragraph, the Contracted Party shall remain fully liable for the correct performance of the Agreement.
3. If at any time it appears that the goods or work fail to meet the requirements set out in the Agreement, SPIE WorkspHERE shall give the Contracted Party a reasonable term to ensure that the goods and/or work meet the aforesaid requirements at a later date. If, after a second inspection and/or test, the goods or work still do not meet the requirements, SPIE WorkspHERE, without prejudice to any of its other statutory rights, shall be entitled to partly or fully terminate the Agreement, without notice of default or legal intervention being required and without owing the Contracted Party any compensation in that respect.
4. The costs for the second inspection and/or test as referred to in paragraph 3 shall be payable by the Contracted Party.
5. Passing the inspection and/or test does not release the Contracted Party from any warranty obligations and/or liabilities by virtue of the Agreement.
6. Rejected goods must be removed by the Contracted Party from the place of delivery on SPIE WorkspHERE's demand and replaced at the former's expense immediately. If the Contracted Party fails to do so, the removal shall be arranged by SPIE WorkspHERE at the expense of the Contracted Party.

**Article 9. Warranties**

1. The Contracted Party warrants that the work carried out and/or goods and/or services delivered are proper and sound and that they meet the objective of the Agreement, without any rights, claims, encumbrances and/or restrictions of third parties or the Contracted Party vested therein.
2. The Contracted Party guarantees the absence of any visual or hidden defects.
3. This warranty shall remain valid for at least the agreed warranty period or, in the absence thereof, the warranty period as commonly applicable in the industry, subject to a minimum of 24 months.
4. If during the warranty period a defect appears, SPIE WorkspHERE shall be entitled to return the goods and demand an immediate refund for these goods and/or to demand that the Contracted Party, at its own expense and risk, remedies any defects occurring during the warranty period and/or replaces the goods or defected parts, on SPIE WorkspHERE's demand and without prejudice to its right to compensation of subsequent damage and damage incurred by third parties. Any costs to be incurred to remedy the defect shall be payable by the Contracted Party.
5. In the event of failure by the Contracted Party to properly fulfil the obligation to remedy defects and/or failure to fulfil this obligation within the stipulated period as well as in the event of urgent cases, SPIE WorkspHERE has the right to carry out that what is necessary, or have this carried out by third parties, at the expense and risk of the Contracted Party. SPIE WorkspHERE shall promptly inform the Contracted Party thereof.

**Article 10. Insurances**

1. The Contracted Party shall, at its own cost and risk, take out insurances providing coverage for its liability and possible costs and damages. This involves:
    - a. General liability insurance with a minimum insured limit of € 5,000,000 per occurrence and terms and conditions which at least comply with the Dutch Bourse Policy for Liability (NBA 2014), including coverage for employer's liability and environmental damage.
    - b. Insurances required by law, including but not limited to the Dutch Motor Insurance Liability Act (WAM) and healthcare insurance.
    - c. Driver and Passenger Accident Insurance (SVI), with no limitation for damages for pain and suffering.
  2. The insurance of the Contracted Party has a primary cover. In the event that damage compensation can be recovered both through the policy of the Contracted Party and SPIE WorkspHERE's policy, the insurance of the Contracted Party shall always take precedence. The Contracted Party indemnifies SPIE WorkspHERE against all damage claims from third parties issuing from or connected to the Agreement.
  3. Insurers must be sufficiently solvent. Their Standard & Poor's rating (or the equivalent) is at least A-.
  4. Changes to the insurance policies of the Contracted Party, including a reduction of the aforementioned rating, changes to the terms and conditions resulting in poorer coverage, as well as termination, must immediately be communicated in writing to SPIE WorkspHERE by the relevant insurance broker or the insurer.
- A lack of coverage from the insurance to be taken out by the Contracted Party shall not result in a change of the liability of the Contracted Party pursuant to law or the Agreement. This also applies to the deductible which applies to that insurance.
- The Contracted Party indemnifies SPIE WorkspHERE against the consequences of failure of the obligations of the Contracted Party pursuant to this article and pursuant to the insurance taken out by it.
5. Within fourteen days after signing the Agreement, the Contracted Party must send SPIE WorkspHERE a statement from its insurance broker or insurer evidencing that its insurance is compliant with the provisions of this article and that the premium has been paid.

If this statement is not provided, or not provided in time, the payment obligation of SPIE Workspere to the Contracted Party shall be suspended.

#### **Article 11. Payments**

1. The price is fixed for the term of the Agreement.
2. Unless expressly stated otherwise the price includes travel and accommodation expenses.
3. When the Contracted Party has fulfilled all its obligations under the Agreement, all this to the satisfaction of SPIE Workspere, it must invoice the agreed price to SPIE Workspere as soon as possible, yet within 30 days. Invoices must be sent to SPIE Workspere in duplicate, accompanied with slips and notes signed by a representative of SPIE Workspere authorised to that end.
4. Work slips and delivery notes issued or signed by SPIE Workspere shall imply nothing else than recognition that the stated work has been completed and/or that the stated deliveries have been made. In particular, they are not deemed to serve as acknowledgement that all this meets the requirements of the Agreement or that an instruction (for additional work) has been issued or a purchase effected.
5. The invoice must meet the statutory requirements arising from the Turnover Tax Act.
6. Unless otherwise provided, payment shall be made within 60 days of the Contracted Party having fulfilled its obligations, all this to the satisfaction of SPIE Workspere, and of SPIE Workspere having received the invoice.
7. If the payment is late due to an alleged inaccuracy of the invoice or a breach of the Agreement, the Contracted Party does not have the right to suspend its obligations under the Agreement. SPIE Workspere will report inaccuracies in the invoices as soon as possible, however at the latest within 30 days.
8. SPIE Workspere is entitled to set off amounts owed and/or payable in connection with the Agreement against amounts owed by SPIE Workspere or by the Contracted Party to SPIE Workspere on any other basis.
9. The right of the Contracted Party to recover amounts payable by SPIE Workspere shall expire one year after the day on which by means of a written document is established that the works and/or the delivery of goods and/or services to which the amounts are connected are completed.
10. Prompt payment discounts of the Contracted Party do not apply.
11. All payments made prior to effecting the final settlement shall be deemed as advance payments. Therefore, they do not imply any recognition of the correctness of the invoices to which they relate, nor that any amounts are due and outstanding when payment is effected.
12. Payment by SPIE Workspere does not imply any recognition that the work carried out and/or the deliveries made meet the requirements set out in the Agreement.
13. SPIE Workspere shall inform the Contracted Party when it is planning to submit its final invoice to the Client. In such case, the Contracted Party shall submit its invoice to SPIE Workspere for any possible amounts SPIE Workspere is due, within two weeks of receipt of this announcement.
14. The Contracted Party shall always be obliged to furnish personal or real security as required by SPIE Workspere, at first request.
15. SPIE Workspere shall be entitled to set off any amounts owed by SPIE Workspere to the Contracted Party against damage suffered by SPIE Workspere due to a breach of contract by the Contracted Party, any damage incurred as a result of possible termination of the Agreement and the amount owed by the Contracted Party to SPIE Workspere by virtue of the obligation to repay arising from the termination.
16. All obligations of SPIE Workspere to effect payment, regardless of the reason, shall be suspended until it has been confirmed which amounts are owed by the Contracted Party to SPIE Workspere, as referred to in paragraph 15.

17. The Contracted Party hereby waives any right of retention which it may be able to assert vis-à-vis SPIE Workspere.

#### **Article 12. Environment**

The Contracted Party shall clear up remains of materials, wrapping and packaging materials as well as contamination as a result of the work carried out by the Contracted Party and, unless otherwise agreed, dispose of this. Chemical materials that are left over, such as paints, adhesives, solvents and all other materials harmful to the environment, including the corresponding packaging, shall be collected by the Contracted Party itself and disposed of in accordance with the statutory regulations.

#### **Article 13. Safety**

1. The Contracted Party undertakes to maintain the continued operation of the safety provisions it has installed. Any unsafe situation detected by the Contracted Party near safety provisions installed by SPIE Workspere shall be rectified by the Contracted Party and immediately reported to SPIE Workspere.
2. Any safety instruction given by SPIE Workspere shall be observed in full.

#### **Article 14. Confidentiality**

1. The Contracted Party shall refrain from disclosing information in respect of the Agreement to third parties, neither prior to and during the performance of the Agreement, nor after termination of the Agreement, without prior written approval of SPIE Workspere.
2. The Contracted Party, its staff and/or third parties it has involved are obliged to observe strict confidentiality with regard to all information relating to SPIE Workspere, obtained by it in connection with the Agreement or the performance thereof.
3. The Contracted Party shall impose in writing the same obligation onto the third parties involved by it in the performance of the Agreement.

#### **Article 15. Intellectual Property**

1. The Contracted Party guarantees that the intellectual property rights or other third-party rights shall not be infringed in the performance of the Agreement.
2. The Contracted Party indemnifies SPIE Workspere against any claims arising from any infringement of the rights referred to in the previous paragraph and shall compensate SPIE Workspere for any losses as a result of any infringement.
3. Drawings, designs, specifications, manuals, specific software etc. made available by SPIE Workspere and/or produced by the Contracted Party on the instruction of SPIE Workspere, shall remain the property of SPIE Workspere or can and may be used by SPIE Workspere at its discretion. The documents referred to above shall not be copied by the Contracted Party, without prior written approval of SPIE Workspere.
4. If the Agreement includes the development and/or modification of software, the Contracted Party shall on SPIE Workspere's demand and free of charge, hand over to SPIE Workspere the object code, source code and all relating documentation. All this shall be made available in such a way that SPIE Workspere can make effective use thereof, without further efforts.

#### **Article 16. Prohibition on assignment, pledge**

Without the consent of SPIE Workspere, the Contracted Party shall not assign or pledge its claims under the Agreement to any third party or transfer them to such third party under any title whatsoever, nor shall it establish any restricted right upon them or cause such right to be established. This prohibition is a stipulation within the meaning of article 3:83 of the Dutch Civil Code. This prohibition has property law consequences.

#### **Article 17. Termination**

1. Without prejudice to the provisions of these General Purchase Conditions, SPIE Workspere shall be entitled to partly or fully terminate the Agreement with

immediate effect, without notice of default and/or judicial intervention being required, if:

- a. the Contracted Party is the subject of a petition for bankruptcy; itself petitions for bankruptcy; is declared bankrupt; has requested a suspension of payments; is granted a suspension of payment; winds up some or all of its business; offer a voluntary arrangement to its creditors; or turns out in some other manner to be insolvent;
  - b. if the Contracted Party regarding a failure in the performance refers to force majeure;
  - c. the Agreement between the Client and SPIE Workspere is terminated or suspended;
  - d. the control of the Contracted Party's business is transferred to a third party, unless the Contracted Party demonstrates that the performance of the Agreement shall not be impeded or impaired;
  - e. the Contracted Party, her personnel or third party engaged by her, have acted or are acting in violation with article 2.
2. In case of termination under paragraph 1 sub a, SPIE Workspere 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 Contracted Party can not perform its warranty obligations.
  3. In the event of termination as referred to in paragraph 1, SPIE Workspere shall in no case be required to pay any form of compensation whatsoever. The Contracted Party shall indemnify SPIE Workspere against third-party claims that arise as a result of the termination.
  4. In the event of dissolution SPIE Workspere shall have, without prejudice to statutory provisions, the following rights in respect of items which have not been delivered and/or work which has not been carried out as well as in respect of that portion of the Agreement which has already been performed but which can no longer be effectively utilised as a result of the Agreement being dissolved:
    - the right to return goods to the Contracted Party at its expense and risk which goods had already been delivered and the right to a restitution of payments made by SPIE Workspere;
    - the right to reimbursement by the Contracted Party of the extra costs incurred by SPIE Workspere for the procurement (or renewed procurement) of items that have not yet been delivered or to reasonable replacement of items which have not been received by SPIE Workspere and/or retained;
    - the right to cause work that should still be carried out pursuant to the Agreement to be carried out by third parties at the Contracted Parties' expense.
  5. Any claims which SPIE Workspere may have or acquire vis-à-vis the Contracted Party in such cases shall be immediately due and payable in full.
  6. If, in the opinion of SPIE Workspere, there is good reason to believe that the Contracted Party shall not properly or timely fulfil its obligations towards SPIE Workspere, the Contracted Party, on SPIE Workspere's demand, shall immediately provide satisfactory security, for fulfilling all of its obligations, in a manner as required by SPIE Workspere.
  7. SPIE Workspere is entitled to partly or fully terminate the Agreement at all times, without prejudice to the provisions of the previous paragraph. In that instance, SPIE Workspere shall only compensate the Contracted Party for costs incurred prior to termination, supplemented with an amount for overheads and profits to be set by SPIE Workspere.
- #### **Article 18. Disputes and applicable law**
1. Any disputes, including those considered as such by only one of the parties, arising as a result of the Agreement, shall be submitted to the Civil Court.
  2. In derogation from the provisions of paragraph 1, SPIE Workspere is allowed to have a dispute settled by the authority as stipulated in the Agreement between the Client and SPIE Workspere.
  3. The Agreement is governed by Dutch law. The Vienna Sales Convention does not apply.
  4. If the English version of these conditions applies, the Dutch version prevails in the event of differences in interpretation.

## ADDITIONAL SECTION B: DELIVERY OF GOODS

### Article 19. Deliveries

1. If requested by SPIE Workspere, the Contracted Party must postpone the delivery for a reasonable period of time to be set by SPIE Workspere. Postponement of the delivery shall be without prejudice to the Contracted Party's obligation to perform the Agreement.
2. The Contracted Party is only entitled to make partial deliveries, subject to SPIE Workspere written approval.
3. Each delivery must be accompanied by a packing list and consignment note, stating the number of the Agreement.
4. SPIE Workspere shall be entitled to request the Contracted Party to delay a delivery. Should this be done, the items concerned shall remain at the expense and risk of the Contracted Party and the Contracted Party shall store them.
5. The Contracted Party must hand over all relevant documentation with regard to the goods to be delivered no later than at the first delivery.
6. If late delivery is subject to a penalty, payment of this penalty does not affect any other rights of SPIE Workspere, including the right to demand performance and the right to compensation.

### Article 20. Changes to the goods to be delivered

The Contracted Party is obliged to inform SPIE Workspere in advance of every change to the composition or properties of the goods to be delivered by the Contracted Party. Failure by the Contracted Party to do so shall result in the Contracted Party being liable for all damage incurred by SPIE Workspere as a result of such change.

### Article 21. Ownership

1. Ownership of the goods shall transfer upon delivery, provided the goods have been approved by SPIE Workspere and are in accordance with the Agreement.
2. Ownership shall be full and not be subject to retention of title.
3. SPIE Workspere is entitled to demand that the transfer of ownership of the goods shall take place earlier than agreed upon. In such case, the Contracted Party shall mark these goods as the recognisable property of SPIE Workspere. However, the goods shall remain in the possession of the Contracted Party, at its expense and risk.

## ADDITIONAL SECTION C: CONTRACTING OF WORK

### Article 22. Applicability

1. All Agreements for contracting of work are subject to:
  - a) the conditions of the Agreement;
  - b) these General Purchase Conditions;
  - c) the specifications and the conditions declared to apply to these conditions;
  - d) if and for so far as not otherwise indicated by the specifications, the UAV 2012 (Uniform Administrative Conditions for the Execution of Works);
  - e) in case the design work and execution of the works are combined, the UAV-GC 2005 (Uniform Administrative Condition for integrated contracts)
2. In the event of contradictions, the provisions ranked higher in the above list prevail.

### Article 23. General obligations of the Contracted Party

SPIE Workspere is entitled to request its Client or its representative, in writing, to address orders and instructions directly to the Contracted Party. In such case, the Contracted Party is obliged to comply with the orders and instructions of the Client, if the Contracted Party has been provided with a copy of the request of SPIE Workspere. Instructions given by the

Client to SPIE Workspere are also binding for the Contracted Party.

### Article 24. Planning and delivery

1. Without prejudice to the obligation of the Contracted Party to complete its work by the time of delivery specified in accordance with the Agreement and paragraph 2 of this article, the completion and defects liability period for work to be performed by the Contracted Party coincide with such obligations of SPIE Workspere towards the Client.
2. Performance of the work carried out by the Contracted Party must be fully coordinated with the planning of SPIE Workspere and shall be such that other work is not delayed. In the event of advances or delays, the Contracted Party shall adjust to the changed planning/progress.
3. During the performance of the work by the Contracted Party, a managerial employee shall be present at the project site at all times and shall be authorised to represent the Contracted Party in all matters concerning the performance of the work. The said managerial employee shall report to the work crew at each commencement or termination of the work.

### Article 25. Warranty for a part

The Contracted Party warrants the parts of the work as described in the Agreement, from the point at which each part is ready until completion of the project and subsequently for the warranty period stated in the Agreement. The warranty period shall be extended by a period equal to the period during which the items have not been used, or have not been used fully, as a result of any deficiency in the performance of the Agreement. Further warranty periods equal to the period referred to above shall apply to any replacement items which are provided, rectified or repaired.

### Article 26. Unforeseen and/or cost-increasing circumstances

The Contracted Party shall only be entitled to compensation of additional costs in accordance with paragraph 47 of the UAV, paragraph 44 of the UAV-GC (integrated contract forms) and article 7:753 of the Dutch Civil Code, if and as far as these claims are honoured by the Client and only after SPIE Workspere has received such compensation from the Contracting Party.

### Article 27. Invoicing

The Contracted Party shall clearly state the following information on the dated and numbered invoice:

- name and address of SPIE Workspere;
- assignment number, the project number and the code number;
- VAT identification number;
- Statutory name of the Contracted Party;
- name of the project to which the invoice refers and the location where it was carried out;
- the period during which the performance to which the invoice refers was carried out;
- total contract price or purchase price, sums already invoiced for and the instalment number;
- an indication of whether or not the turnover tax transfer regulations apply and if not, the amount of turnovers tax concerned;
- bank account numbers;
- guarantee account numbers;
- the numbers of the receipt confirming delivery;
- the total amount already invoiced, together with the amount of the relevant invoice;
- the total amount still to be invoiced;
- in the event of subcontracting and/or borrowing of workers within the meaning of the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act, the scope of the pay element (gross wages) is included in the invoiced amount based on pre-agreed arrangements with regard to wage bill and contribution liabilities.

### Article 28. Wages and Salaries Tax and Social Security Contributions (liability of subcontractors) Act

1. The Contracted Party is subject to the following obligations.
  - a. The Contracted Party shall have and at the request of SPIE Workspere shall provide copies of: certificate of registration in the Trade Register, which is no older than three months; insofar as such is required, an original guarantee account agreement with a statement as to the institution where it is held; statement confirming the turnover tax number and wage tax number.
  - b. Submitting weekly statements, showing the names of all employees who by or on behalf of the Contracted Party are employed for the project from week to week along with their working hours, all this in accordance with template forms determined by SPIE Workspere.
  - c. At the request of SPIE Workspere, to provide, within twenty-four hours, the payslips, minimum (CBA)-wages and/or the time sheets of employees employed by or on behalf of the Contracted Party.
  - d. At the request of SPIE Workspere, to allow, within twenty-four hours, inspection of the payroll and employee administration of employees employed by or on behalf of the Contracted Party.
  - e. The Contracted Party shall provide SPIE Workspere with a statement from the Tax and Customs Administration regarding the payment history, at least once every quarter.
  - f. The Contracted Party shall immediately inform SPIE Workspere in writing of any changes in the workforce relating to the work in question.
2. The Contracted Party undertakes vis-à-vis SPIE Workspere to comply strictly with its legal obligation to pay social security contributions and wage tax staffing in respect of employees put to work by the Contracted Party and also comply strictly with the applicable Collective Agreement.
3. SPIE Workspere shall at all times be entitled to pay the social security contributions and income tax due in respect of the work and for which it is jointly and severally liable by virtue of the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act, to the Contracted Party by transferring this into the latter's guarantee account within the meaning of the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act.
4. Without prejudice to the provisions above, SPIE Workspere shall at all times be entitled to withhold the aforesaid social security contributions and income tax amounts from the contract price until the Contracted Party proves that it has fulfilled its payment obligations towards the Tax and Customs Administration.
5. In all cases such as referred to in the previous two paragraphs, this payment shall discharge SPIE Workspere from its duties towards the Contracted Party insofar these amounts are concerned.
6. If SPIE Workspere has justifiable grounds to believe that the Contracted Party shall not fulfil its legal obligation to pay social security contributions and income tax, SPIE Workspere shall be entitled to suspend payments to the Contracted Party, until it has been determined if and to what extent SPIE Workspere shall be held liable by the Tax and Customs Administration.
7. Should SPIE Workspere, after having been held liable for taxes and contributions owed by the Contracted Party or subsequent subcontractors, have been required to pay these taxes and contributions, SPIE Workspere shall be entitled to recover the whole amount that it has paid from the Contracted Party. The claim of SPIE Workspere shall be increased by statutory interest.
8. If SPIE Workspere fulfils its obligations by virtue of the applicable Collective Agreement towards staff of the Contracted Party (including borrowed employees), SPIE Workspere shall be entitled to recover what it



has paid in this respect from the Contracted Party, increased by statutory interest.

9. The Contracted Party indemnifies SPIE Workspere in respect of any claim by the Tax and Customs Administration against SPIE Workspere on the grounds of not complying with paragraph 2 of this article.

#### Article 29. Employees

1. Unless it has received the prior written consent of SPIE Workspere, the Contracted Party shall make use of its own employees exclusively.

2. In the event of misconduct or unsuitability, SPIE Workspere shall be entitled to remove persons employed by the Contracted Party from the construction site and require them to be replaced.

3. The working hours and breaks at the construction site, together with public holidays, holidays, or other days on which no work is carried out which are generally observed at the location of the project and to which SPIE Workspere is bound by government regulations or Collective Agreement shall also apply to the Contracted Party and the Contracted Parties' employees who are involved in the work carried out for the Client at the construction site or at location of the project.

SPIE Workspere shall not be liable for any damage incurred by the Contracted Party in this respect.

4. Overtime shall only be approved subject to the prior consent of the Health & Safety Inspectorate or other authority competent to that end and the Client.

5. When applying the so-called winter provisions, the Contracted Party is obliged to render its cooperation to measures designed to prevent delays in accordance with the Agency for Preventing Delays due to Weather Conditions of the Technical Department of the Construction Industry ("*Bureau Weerverletbestrijding van het Technisch Bureau Bouwnijverheid*").

6. In the event performance of the work by third parties or borrowing workers as referred to in this paragraph, the Contracted Party is obliged to strictly comply with the administrative regulations in accordance with article 34, paragraph 6, of the Collection of State Taxes Act, article 35, paragraph 5, of that same Act and any other similar regulations.

7. Where applicable, the Contracted Party must present the VCA diplomas of its personnel to SPIE Workspere.

8. The Contracted Party must remind its staff of their obligations in accordance with the provisions of the Compulsory Identification Act ("*Wet op de Identificatieplicht*"), so that they can immediately identify themselves when checked. SPIE Workspere has the right to check this at any time. If the necessary identifications or valid work permits are absent, SPIE Workspere had the right to deny the employees of the Contracted Party access of the works. The Contracted Party will be liable for damages suffered by SPIE Workspere as a result thereof.

9. The Contracted Party shall submit to SPIE Workspere copies of documents required in the context of relevant laws and legislation. For verification purposes, SPIE Workspere is entitled to (digitally) retrieve from and copy the BSN numbers of all employees performing work for or on behalf of the Contracted Party, at the commencement of or during the execution of the Agreement.

10. If pursuant to the Agreement employees are deployed with nationalities other than the Dutch nationality, the Contracted Party shall provide SPIE Workspere with information on the social security positions of the relevant persons. If the employee is still socially insured in his country of residence, the Contracted Party shall furnish SPIE Workspere with a copy of a valid A1/ E101 declaration, as documentary evidence that the employee is covered by obligatory social insurance abroad.

11. If pursuant to the Agreement employees from outside the EU, or from countries which acceded to the EU as at 1 May 2004 or later, are deployed, the Contracted Party shall, to the extent required pursuant to the relevant aliens legislation, provide SPIE Workspere with copies of a valid work permits, permits of stay and identity documents.

12. If pursuant to this Agreement and by virtue of the Contracted Party's information, it appears that third parties engaged by the Contracted Party are qualified as self-employed person, the Contracted Party shall submit to SPIE Workspere the relevant model agreement approved by the Tax and Customs Administration.

13. The Contracted Party indemnifies SPIE Workspere against all third-party claims as a result of the Contracted Party failing to comply with the provisions of this article.

14. In the performance of the Agreement, the Contracted Party shall comply with the applicable laws and legislation, including the applicable employment-law regulations. The Contracted Party shall ensure prompt and full payment of the salaries of the employees to be deployed by the Contracted Party, as well as proper fulfilment of the of the applicable Collective Agreement.

15. The Contracted Party shall define in a clear and accessible manner all employment conditions in favour of the performance of the Agreement.

16. If so requested, the Contracted Party shall provide the competent authorities access to such employment conditions and shall cooperate in inspections, audits and/or salary validations.

17. If so requested, the Contracted Party shall provide SPIE Workspere access to the employment conditions referred to in paragraph 15 if SPIE Workspere considers this necessary in connection with the prevention or handling of a back wages action relating to work executed in favour of the Agreement.

18. The Contracted Party shall impose all contractual obligations above (disclosure requirements) and the indemnities contained in paragraph 20 fully on all parties with whom it concludes contracts for the purpose of performing the Agreement.

19. Supplementary to paragraph 18, the Contracted Party shall stipulate that such parties shall include the contractual obligations referred to in paragraph 18 as well as the indemnities contained in paragraph 20 fully in all contracts which those parties conclude for the purpose of performance of the Agreement.

20. The Contracted Party indemnifies SPIE Workspere against any claims from Contracted Party's employees, (sub)contractors engaged by the Contracted Party and any other (sub)contractors in the underlying chain of (sub)contractors. The Contracted Party indemnifies SPIE Workspere against any loss incurred by SPIE Workspere as a result of a claim from an employee referred to in the first sentence, including, but not limited to:

- Gross wage costs;
- Research costs;
- Costs of legal assistance;
- Legal costs;
- Fines, either imposed by government agencies or monitoring bodies.

#### Article 30. Ownership

In the event of contracting of work, when supplying the materials, ownership, however not the risk, is referred to SPIE Workspere. The risk shall remain with the Contracted Party until handing over of the entire work or that part of the work which the material of the Contracted Party is part of.

#### Article 31. Tools and equipment

1. Unless otherwise specified in the Agreement, the Contracted Party shall make arrangements regarding the entire necessary tool and other equipment required to perform its work.

2. SPIE Workspere shall not be required to guard any tools, equipment or other property belonging to the Contracted Party. SPIE Workspere shall not be liable for loss or damage thereof.

3. Unless stated otherwise in the Agreement, the necessary vertical and horizontal transport required for carrying out the work shall be performed by the Contracted Party at its own expense and risk.

4. The Contracted Party is obliged to make proper use, and to maintain equipment made available by SPIE Workspere. For as long as the Contracted Party is in

the possession of such equipment for the performance of the work, it shall be liable for the risk of damage or loss, from whatever cause.

Upon completion of the work, all equipment of SPIE Workspere in the possession of the Contracted Party must be made available to SPIE Workspere immediately.

5. The Contracted Party shall prepare a receipt for each delivery of equipment of the Contracted Party to the site, a copy of which must be issued to the general foreman.

6. Equipment to be used by the Contracted Party must be insured in accordance with the Motor Insurance Liability Act ("*Wet Aansprakelijkheidsverzekering Motorrijtuigen*")

#### Article 32. Right to intervene in the performance of the Agreement

1. Should the work proceed in such a way that the period of time for performance of all or part of the project can be reasonably expected to be exceeded, or should the Contracted Party not perform or have performed the work in accordance with the provisions of the Agreement, or in accordance with the requirements of good workmanship, SPIE Workspere shall notify the Contracted Party in writing to that effect.

2. If, within 48 hours of receiving the message referred to in the previous paragraph the Contracted Party fails to take measures, giving notice thereof to SPIE Workspere, aimed at making up for time lost within a short period of time and/or at meeting the aforesaid requirements and provisions, the Contracted Party shall be deemed to be in default.

3. Should the Contracted Party be deemed to be in default within the meaning of previous paragraphs, SPIE Workspere shall be entitled, without any further notice of default being required, to intervene in the work in order to expedite or improve it, either by deploying its own staff or by third parties brought in by SPIE Workspere. SPIE Workspere shall inform the Contracted Party of any such interventions.

The Contracted Party shall provide SPIE Workspere and any third parties brought in by SPIE Workspere with all the cooperation they may request, including the right, if necessary, to make use of materials, tools, equipment etc, belonging to the Contracted Party

4. The costs involved in such intervention shall be at the expense of the Contracted Party and shall be immediately due and payable. The intervention shall be without prejudice to SPIE Workspere's right to compensation.

5. The Contracted Party shall not derive any rights to any payment or lost profits as a result of such intervention.

#### Article 33. Specific disputes

1. In derogation of the provisions of article 18, disputes arising from an Agreement for contracting of work shall be settled by means of arbitration in accordance with the rules set out in the articles of the Arbitration Board for the Building Industry ("*Raad van Arbitrage voor de Bouw*") in the Netherlands, as they read three months before the day of the quotation for the work taken on by the Contracted Party.

2. In derogation of the provisions of paragraph 1, SPIE Workspere is entitled to have a dispute settled by the authority as stipulated in the agreement between the Client and SPIE Workspere.