



General Terms and Conditions for the Purchase of Goods and Services of the Kloosterboer Group

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PART I. GENERAL PROVISIONS

Article 1. Definitions

In these Purchase Terms and Conditions the concepts and expressions used hereinafter are defined as follows:

- Services: the obligation to be fulfilled by the Supplier, not consisting of the delivery of Goods or a works contract;
- Continuing Performance Contract: an agreement that provides for the continuous, or as the case may be, repeated delivery of Goods or Services during a prolonged period, which can concern a fixed or indefinite period, including subscriptions;
- Purchase Terms and Conditions: these general terms and conditions for the purchase of Goods and Services;
- Supplier: the counterparty of the Client;
- Client: the company in the Client Group which has provided the order to, or has concluded an Agreement with, the Supplier for the delivery of Goods and/or Services;
- Client Group: the company Kloosbeheer B.V. in IJmuiden and the companies affiliated with it in a group (within the meaning of Section 24b Book 2 of the Dutch Civil Code) and any other subsidiary companies and participating interests;
- Agreement: the arrangements recorded in writing or otherwise between the Client and the Supplier concerning the delivery of Goods and/or Services;
- Parties: The Client and the Supplier;
- Goods: the corporeal objects to be delivered;

Article 2. Applicability

- a. These Purchase Terms and Conditions apply to all requests, offers, orders and agreements with regard to delivery of Goods and/or Services by the Supplier to the Client Group.
- b. The provisions of part I of these Purchase Terms and Conditions apply to all types of agreements. The provisions of part II relate to the purchase of Goods. In the event of a works contract (within the meaning of Section 750 Book 7 of the Dutch Civil Code) the provisions of sub part IIa will apply in addition to part I and II. In the event of purchase of Services the provisions of part III will apply in addition to part I.
- c. Any (general) terms and conditions and provisions of the Supplier are expressly rejected by the Client. These will only apply if the Client's authorised representatives have expressly stated in writing to agree thereto. Insofar as any provision under the Supplier's general terms and conditions might be applicable these Purchase Terms and Conditions will remain in effect for the remainder, insofar as these are not in conflict therewith.
- d. In the event of conflict the agreed special obligations will prevail over these Purchase Terms and Conditions, provided that these are entered into in writing.
- e. Amendments of, addendums to, or derogations from any provisions of these Purchase Terms and Conditions agreed between the Client and the Supplier, will only be valid if these are recorded in writing and signed in a legally valid manner by both Parties, and these will only relate to the Agreement concerned, unless expressly agreed otherwise in writing.

Article 3. Coming into effect of an Agreement

- a. Every offer from the Supplier is irrevocable and binding for the Supplier and can be accepted by the Client within 30 calendar days. Should the offer however mention a longer term, such term applies.
- b. If an order in writing from the Client follows an offer from the Supplier, the Agreement will come into effect at the time of the sending of the order by the Client.
- c. If an order in writing is provided by the Client without an offer from the Supplier preceding this, the Agreement will come into effect either: if within 7 calendar days after the sending of the order a confirmation of the order from the Supplier is received by the Client; or if the Supplier has commenced the performance of the Agreement within this period. No Agreement will come into effect if the confirmation of the order from the Supplier derogates from any part of the order from the Client.
- d. In the event of a framework agreement the Agreement will come into effect each time at the time when the order from the Client for (partial) delivery, in the context of the framework agreement, is sent by the Client.
- e. The Agreement does not intend to grant any form of exclusivity or guaranteed volume to the Supplier, unless the Agreement expressly states otherwise.

**Article 4. Prices and price revision**

- a. The prices included in the Agreement are excluding VAT and contain all costs related to the delivery of the Goods and/or Services, without any proviso.
- b. The prices are fixed, unless the Agreement expressly states the circumstances which could result in price adjustment and determines the manner in which the adjustment will take place. Any price indexation is at all times capped at the Consumer Price Index (CPI) as published by Statistics Netherlands (CBS).

Article 5. Invoicing and payment

- a. Unless agreed otherwise, invoicing can only take place after delivery of the Goods/Services.
- b. Invoicing must take place at the discretion of the Client on paper (by mail) or electronically (file sent by email). The Supplier will not be entitled to charge additional payment due to the manner of invoicing.
- c. The invoice must set out the reference or purchase order number stated by the Client and must comply with all legal requirements.
- d. Payment by the Client will take place within 30 days after the receipt of a correct invoice. The Client will be entitled to suspend the payment if the Client notices a shortcoming in the Goods/Services.
- e. The Client has the right to reduce the amount of the invoice by amounts that the Supplier owes to the Client.
- f. Payment by the Client does not in any manner whatsoever entail a waiver of rights and can never be regarded as acknowledgement of the sound condition of the delivered Goods and/or Services.
- g. Payment will release the Client from every obligation ensuing from the Agreements concerned and cannot be regarded by the Supplier as payment of any other claim the Supplier alleges to have against the Client.

Article 6. Time of delivery

- a. The agreed time of delivery is of essential importance to the Client. In the event of late delivery the Supplier will be in default without further notice of default.
- b. The Supplier must promptly report in writing any (pending) exceedance of the delivery time to the Client. This will not affect any consequences of this exceedance pursuant to the Agreement or statutory provisions.
- c. Without prejudice to the right to compensation and other rights pursuant to the law, the Agreement, or these Purchase Terms and Conditions, the Client will be entitled in the event of late delivery/provision to a reduction of the agreed price of 0.5% per day, calculated from the time of the default, with a maximum of 20%. A part of a day will be calculated as an entire day.
- d. The Supplier will be obliged to provide the accompanying documentation - including but not limited to instructions for use, manuals, instructions, service books, guarantee certificates etc. – in original to the Client in advance of or simultaneously with the delivery/provision. Failure to fulfil this obligation will mean that no delivery has taken place in conformity with the Agreement. The Client is free to use this documentation, including the making of multiple copies thereof for the Client's personal use.

Article 7. Warranties

The Supplier warrants to fulfil all its obligations on the basis of the Agreement:

- (i) strictly in accordance with the provisions of the Agreement, including all amendments, work orders and other related documents, as well as these Purchase Terms and Conditions;
- (ii) in a professional and careful manner in accordance with generally accepted professional standards, procedures and practices in the sector concerned.
- (iii) in accordance with the terms and conditions as recorded by or pursuant to the law and/or the applicable self-regulatory provisions, inter alia with regard to quality, health, safety and the environment.

Article 8. Failure

- a. In the event of an attributable failure on the part of the Supplier, the Supplier will be in default without further notice of default.
- b. If a failure occurs with regard to a part of the delivered Goods, or as the case may be Services, the Client will be entitled, at the Client's discretion, to refuse all Goods or Services, delivered or to be delivered, without owing any payment for this purpose. The Client will store or have stored the refused Goods at the Supplier's expense.
- c. In the event of an attributable failure the Supplier must repay the Client with regard to any advance payment(s) made by the Client. This claim will be immediately due and payable.



- d. In the event of a non-attributable failure (force majeure situation) the obligations on the part of the non-performing Party will be suspended for the duration of the force majeure situation. The Client is in that event nevertheless entitled to terminate the Agreement extrajudicially, if the force majeure situation lasts for more than 14 calendar days, or if the Client, at the Client's exclusive discretion, has an interest in the urgent delivery of the Goods and/or Services concerned and can purchase these elsewhere.
- e. The Supplier can only rely on force majeure towards the Client if the Supplier promptly, but no later than within 2 working days after the beginning of the force majeure situation, informs the Client in writing of such reliance, subject to submitting the necessary documentary evidence.

Article 9. Intellectual and industrial property rights

- a. Drawings, designs, models, calculations, working methods, images, trademarks, tools and everything else that can be the subject of any intellectual or industrial property right, or can be equated thereto (hereinafter jointly referred to as "documentation and materials"), which are provided by the Client, or which are produced by or on behalf of the Supplier for the Client pursuant to the Agreement, as well as all intellectual and industrial property rights related thereto, exclusively accrue to the Client, who will also be regarded as the maker and/or designer, all this regardless of whether the Client made a separate or composite payment for this. The Supplier undertakes to do all that which is useful to provide the Client with the exclusive rights as referred to in this article.
- b. The Supplier is obliged upon first request to return the documentation and materials provided by the Client, but in any event after the termination of the Agreement. The risk related to the documentation and materials referred to is vested in the Supplier until after the return thereof. The Supplier will inspect the documentation and materials prior to the commencement of the performance of the Agreement for their accuracy and mutual coherence, and will report derogations and imperfections to the Client.
- c. The Supplier must clearly mark the documentation and materials provided by the Client as the property of the Client and must point out the Client's property right to third parties. The Supplier must immediately inform the Client if attachment is levied on the documentation and/or materials or are otherwise no longer at the free disposal of the Supplier.
- d. The Supplier will not use the documentation and materials provided by the Client for purposes other than those for which they are made available, and will not reproduce these or hand these over to third parties, or give third parties access thereto, wholly or in part and in any manner whatsoever.
- e. The Supplier warrants towards the Client that the use (including sale or delivery) of the delivery made to the Client will not infringe any intellectual or industrial property right accruing to a third party and will indemnify the Client concerning this against possible claims by third parties and will take the damage and costs on the part of the Client related to these claims fully at its expense. Any approval from the Client of the documentation and materials and other notifications or information provided by or on behalf of the Supplier will not affect and will not prejudice the obligations on the part of the Supplier on the basis of this article and these Purchase Terms and Conditions.

Article 10. Liability

- a. The Supplier will be liable for the damage that has arisen or could arise related to the failure to fulfil its obligations pursuant to the Agreement.
- b. The Supplier indemnifies the Client against all financial consequences of claims by third parties related in any manner to the fulfilment of the Supplier's obligations ensuing from the Agreement. The Supplier indemnifies the Client against claims relating to damage or injury suffered by personnel or other persons engaged by the Supplier for the performance of the Agreement, unless the Supplier demonstrates that such claims are the result of intention or gross negligence on the part of the Client or the Client's managerial staff.
- c. The Client has the right to require that the Supplier takes out insurance to cover the liability on the part of the Supplier. The Supplier will upon first request from the Client submit a copy of the policy concerning this.
- d. If the Client does not fulfil its payment obligation on the basis of the Agreement after the Supplier gave the Client a summon whereby a period of at least 10 working days is given, while the Supplier has fulfilled all obligations on its part, the Client will be obliged to pay the statutory interest. The interest will commence on the latest possible day of payment mentioned in the summon, until the day of full payment. The Client will not be further liable than for payment of the statutory interest.
- e. If the Client has culpably failed to fulfil other obligations on the basis of the Agreement the Client's liability will be limited to the actual damage suffered by the Supplier as a direct result of the non-fulfilment, i.e. no flat-rate compensation will be applicable, and will be limited at all times to the amount of the agreed price.



- f. The Client will never be liable for indirect damage and consequential loss, including but not limited to: trading loss, punitive damages, financial penalties, cessation of production, lost earnings, lost profit and reputational damage.

Article 11. Confidentiality and prohibition of disclosure

- a. The Supplier will be obliged to keep all information originating from the Client, including all that which the Supplier becomes aware of in the context of a request for an offer, an order and/or the performance of an Agreement, strictly confidential and to not use this for any other purpose than for the performance of the Agreement. The provisions of this article are in particular - but not exclusively - applicable to knowhow, working methods, prices, customers, confidential commercial and technical information, documentation and other information and materials provided by the Client to the Supplier.
- b. The Supplier will observe the highest possible care in order to prevent unauthorised persons from acquiring access to the information, such as by means of burglary or hacking. The Client will be entitled to provide specific instructions concerning this.
- c. Following the execution or the termination of the Agreement the Supplier will be obliged upon first request from the Client to return the information, or to destroy the information, with the exception of that which the Supplier is obliged to save pursuant to statutory provisions.
- d. The Supplier must refrain from all publicity in whatsoever form with regard to the Agreement and/or the cooperation between the Parties, including the existence, the contents, or whatsoever fact with regard to the Agreement, without prior permission in writing from the Client.
- e. The Supplier warrants that its directors, officers, the employees and representatives will comply with this article. Any infringement by such persons will apply as an infringement by the Supplier.
- f. In the event of infringement of this article the Client will be entitled to impose an immediately due and payable financial penalty on the Supplier of 25% of the agreed price, which will be with a minimum of € 1.000,00 (one thousand euro) for each infringement, without prejudice to the right to compensation.
- g. If the information contains "Personal Data", which means any information relating to an identified or identifiable natural person, the Supplier will treat such Personal Data strictly in accordance with regulations (EU) 2016/679 of the European Parliament and of the council of 27 April 2016 ('GDPR'). Insofar as not in conflict with the GDPR, sub-sections a-f of this article will remain in force. The Supplier will take all suitable measures for the protection of Personal Data in accordance with article 5 of the GDPR. The Supplier will erase all Personal Data as soon as possible once they are no longer necessary in relation to the purpose for which they were processed. If the Supplier may be seen as a processor or a joint controller (together with the Client) within the meaning of the GDPR, the Supplier and the Client will enter into a processing agreement or a joint controlling agreement.

Article 12. Termination

- a. Without prejudice to the grounds set out elsewhere in these Purchase Terms and Conditions the Client will have the right to terminate the Agreement, wholly or in part, without notice of default, without judicial intervention, and with immediate effect in the following cases:
- if the Supplier does not, does not in a timely manner, or does not properly fulfil one or more of its obligations ensuing from, or otherwise related to the Agreement, or if it has been established that fulfilment without shortcoming will be impossible;
 - if the Supplier is declared bankrupt, is granted moratorium, or the statutory debt management scheme is applied to the Supplier, as well as in the event of cessation, withdrawal of the required permits, attachment on (a part of) the business property or matters intended for the performance of the Agreement;
 - liquidation, merger, split-off and comparable changes in the Supplier's enterprise.
 - if significant material changes occur in the direct or indirect ownership or control structures in the Supplier's enterprise.
- b. Without prejudice to all other rights the Client can terminate the Agreement, wholly or in part, if the Supplier or one of the Supplier's employees or representatives offers or provides any advantage or will offer or provide any advantage to a person, who forms part of the Client's company, or to one of the Client's employees or representatives.
- c. Termination will take place by means of a registered letter, or bailiff's notification to the Supplier.

Article 13. Termination of a Continuing Performance Contract

- a. If the Agreement concerns a Continuing Performance Contract the Client will be at all times entitled to terminate the Agreement with due regard to a notice of termination period of one month, without owing any payment to the Supplier.



- b. The above will not apply if a shorter notice of termination period applies pursuant to the Agreement.
- c. Termination will take place by means of a registered letter, or bailiff's notification to the Supplier.

Article 14. Health, safety and the environment

The Supplier and the Supplier's employees as well as third parties engaged by the Supplier will be obliged to observe the statutory health, safety and environmental regulations. Any operating instructions and the Client's regulations in the field of health and safety and the environment must also be followed. A copy of these rules and regulations will be made available free of charge upon the request from the Supplier.

Article 15. Sustainable and corporate social responsibility

- a. The Client expects from the Supplier that the Supplier contributes to the Client's ambition for sustainable corporate social responsibility, that the Supplier adheres to the obligations ensuing from national and international legislation and regulations and that the Supplier structurally enshrines these aspects in the Supplier's business activities.
- b. The Supplier will at least fulfil the following requirements concerning this:
 - during the production of the Goods to be delivered and/or during the provision of the Services, solutions must be chosen that will as much as possible save the environment by using environmentally friendly materials and products, the raw materials of which will be as much as possible reusable, and whereby as little as possible energy is consumed.
 - The Supplier will comply with the applicable employment law provisions, mainly those concerning working conditions, the prohibition of discrimination, employee participation, minimum wage and working hours.
 - The use of packaging material is minimised as much as possible. If packaging material is still necessary this material will consist as much as possible of reusable substances.

Article 16. Outsourcing and transfer to third parties

- a. The Supplier is not permitted without prior authorisation in writing from the Client to outsource or transfer the performance of the Agreement wholly or in part to a third party.
- b. If the Client provides authorisation for outsourcing, the Supplier will remain fully liable for performance of the Agreement. If the Client provides authorisation for transfer, the Supplier will be jointly and severally liable, together with the person the transfer was made to, for the performance of the Agreement.
- c. The Client will be entitled to transfer its rights and duties under the Agreement to another company forming part of the Client Group. The Client will inform the Supplier concerning this in writing.

Article 17. Jurisdiction and time limit

- a. Disputes between parties, including those which are only by one of Parties considered to be a dispute, will be as much as possible resolved by means of agreement in consultation.
- b. If Parties cannot reach a solution the disputes will be exclusively adjudicated by the district court in Rotterdam, The Netherlands, without prejudice to the right of each of the Parties to institute an appeal and appeal in cassation in accordance with Dutch law.
- c. The Client's causes of action against the Supplier will not be time-barred any earlier than at the statutory time limit, regardless of whether such period is under a regulatory provision or a mandatory legal provision. In derogation from Section 23 subsection 2 Book 7 of the Dutch Civil Code a time limit of 5 years nevertheless applies in the case referred to there. In the event of a works contract a time limit of 5 years applies also in derogation from Section 761 subsection 1 Book 7 of the Dutch Civil Code.

Article 18. Applicable law

The law of the Netherlands exclusively applies to the Agreement, which these Purchase Terms and Conditions form part of. Foreign legislation and conventions, including the Vienna Convention on the International Sales of Goods (CISG), are excluded with the exception of mandatory statutory provisions.



PART II. DELIVERY OF GOODS

Article 19. Location and time of delivery

- a. The delivery of Goods will take place at the agreed location and at the agreed time in accordance with Incoterms (2010) DDP (Delivered Duty Paid).
- b. The Client has the right to postpone the delivery for a reasonable period. In that event the Supplier will package the Goods properly, store the goods separately and recognisably, preserve, and secure the Goods, insofar as this does not concern fungibles.

Article 20. Warranties

- a. The Supplier warrants that the Goods and any installation/assembly thereof will conform to that which has been agreed.
- b. The Supplier warrants that the Goods will be complete and ready for use. The Supplier will ensure inter alia that all parts, auxiliary materials, auxiliary documents, tools, reserve parts, instructions for use and manuals, which are necessary for the achievement of the objective stated in writing by the Client, will also be delivered, also if not named in particular.
- c. The Supplier warrants the provision of full and unencumbered ownership of the Goods.
- d. If the Client notices that the delivery does not fulfil (wholly or in part) that which the Supplier has warranted in conformity with subclauses a up to and including c of this article the Supplier will be in default by operation of law.

Article 21. Transfer of risk and transfer of ownership

- a. The ownership of the Goods transfers to the Client after these are delivered and if necessary assembled or installed.
- b. In the event that the Client has made materials, such as raw materials, auxiliary materials, tools, drawings, specifications and software available to the Supplier for the purpose of the delivery of Goods, these will remain the property of the Client. The Supplier will keep these separately from goods that belong to the Supplier or to third parties. The Supplier will mark these as the property of the Client.
- c. At the time when materials, such as the Client's raw materials, auxiliary materials and software are processed in the Supplier's Goods there will be new goods the ownership of which will be vested in the Client. This applies without prejudice to subclause d of this article.
- d. The risk of the Goods transfers to the Client at the time when the delivery and thereupon the approval of the Goods has taken place in accordance with article 22 of these Purchase Terms and Conditions.

Article 22. Inspection

- a. The Client will be entitled at all times to inspect (or have inspected) the Goods during the production, processing, storage as well as after the delivery thereof.
- b. The Supplier will upon first request provide access to the Client or the Client's representative to the production, processing or storage location. The Supplier will provide free of charge cooperation to the inspection.
- c. If an inspection as referred to in this article cannot take place at the proposed time through the Supplier's actions, or as the case may be if an inspection must be repeated, the costs ensuing therefrom for the Client will be at the Supplier's expense.
- d. In the event of rejection of the delivered Goods the Supplier will ensure repair or replacement within 5 working days. If the Supplier does not fulfil this obligation within the period set out in this article the Client will be entitled to purchase the required Goods from a third party, or as the case may be personally take measures or have measures taken by a third party at the Supplier's expense and risk.
- e. If the Supplier does not take back the rejected Goods within 10 working days the Client will have the right to return the Goods to the Supplier at the Supplier's expense.

Article 23. Instructions for use of Goods

- a. The Supplier will provide adequate instructions and directions to the Client with regard to the manner of use and/or the treatment of the Goods, in particular related to safety
- b. Such instructions and directions will be provided by the Supplier to the Client at the location of the Client's company. Unless the Agreement states otherwise the costs thereof will be included in the agreed price.

Article 24. Packaging

- a. The client has at all times the right to return the (transport) packaging materials to the Supplier at the Supplier's expense.



- b. The Supplier is responsible for the processing or destroying of (transport) packaging materials. If, upon the request from the Supplier, packaging materials are processed or destroyed this will take place at the Supplier's risk and expense.

Article 25. Security

- a. The Supplier warrants that the Supplier will take adequate security measures in order to safeguard that unauthorised persons will not have access to the Goods to be delivered, during the production as well as during the storage, the preparation, the loading and the transport of the Goods to the delivery location. The security measures will relate to the physical access to business premises and means of transport, as well as measures for the prevention of internal crime (screening of personnel and auxiliary persons such as carriers).
- b. The Supplier will furthermore take adequate security measures in order to safeguard that unauthorised persons will not have access (physically or digitally) to information with regard to the performance of the Agreement.
- c. The Supplier will upon the request from the Client issue a "Security Declaration for Authorised Economic Operators" in conformity with the model recorded by the European Commission (see document TAXUD/B2/047/2011).

SUB PART IIa Additional terms and conditions concerning works contracts

In the event of a works contract within the meaning of Section 750 Book 7 of the Dutch Civil Code the provisions in this sub part IIa apply in addition to the provisions in part I and II.

Article 26. Additional definitions

In these additional purchase terms and conditions the concepts and expressions used hereinafter are defined as follows:

- materials: goods as set out in article 21 under b, which are processed in the corporeal objects to be produced, or are used during the execution of the work, with the exception of the equipment to be used;
- equipment: all vehicles, machines, items of equipment, tools, scaffolding and parts thereof, consumer items and suchlike, which the Supplier uses during the performance of the Agreement, but with the exception of the goods that must be processed in the corporeal objects to be produced.

Article 27. Execution

- a. The personnel engaged by the Supplier during the performance of the Agreement will comply with any special requirements set out by the Client and in case of the absence thereof the general requirements of professional competence and expertise. The Supplier warrants that the personnel will be entitled to execute work, or as the case may be, provide services in the Netherlands.
- b. If, in the opinion of the Client there is insufficiently qualified personnel, the Client will be entitled to require replacement of this personnel and the Supplier will be obliged to execute this replacement promptly, with due regard to the provisions of subclause a of this article.
- c. The Client is authorised to inspect and test all materials and equipment used by the Supplier during the performance of the Agreement and identification of personnel, which are involved by the Supplier during the performance of the Agreement.
- d. The putting into operation of the work by the Client cannot be regarded as the acceptance thereof.
- e. The Supplier is not authorised to have the work or parts thereof executed by other persons without permission in writing from the Client. Such permission will only apply to the Agreement concerned and is without prejudice to the liability on the part of the Supplier for the proper performance of the Agreement.

Article 28. Work at the Client's sites and in the Client's buildings

- a. If, for the performance of the Agreement, work must be executed at the Client's site or in the Client's buildings, the Supplier must, prior to the commencement of the execution, make enquiries related to the circumstances at location, as well as the contents of the rules and regulations applicable at the site and in the building, inter alia concerning health, safety and the environment. A copy of these rules and regulations will be made available by the Client to the Supplier upon the request from the Supplier.
- b. The Supplier is responsible for ensuring that the Supplier's presence and the presence of the Supplier's personnel at the Client's site and in the Client's buildings will not form a hindrance to the uninterrupted progress of the Client's activities.
- c. Costs of delay in the performance of the Agreement caused by circumstances as referred to above will be at the Supplier's expense and risk.



- d. Authorised representatives of the Supplier will be available at the site during working hours, whereby their absence, replacement and accessibility will be arranged in consultation with the Client.
- e. Access to the Client's sites and buildings will take place at the Supplier's expense and risk. The Client will not be liable for damage and/or injury, unless the Supplier proves that the damage is caused by intention or gross negligence on the part of the Client itself or its managerial staff.

Article 29. Payment

- a. The Client will make payment as soon as the Supplier has delivered to the satisfaction of the Client, unless agreed otherwise.
- b. The Client will always have the right to pay national insurance contributions, VAT, wage tax and/or any other taxes, premiums or charges, owed by the Supplier related to the executed work but for which the Client may be jointly and/or severally liable pursuant to the Wages and Salaries Tax and National Insurance Contributions Act (vicarious tax liability act) or similar applicable tax legislation, to the Supplier by means of a transfer to the Supplier's guarantee account (G account) within the meaning of the aforementioned act or similar applicable tax legislation. If the Supplier has no G account the Client will be entitled to require the opening thereof, if possible, and to suspend the payment until then.
- c. Without prejudice to the provisions of the previous subclause the Client will be at all times entitled to deduct the amounts of contributions, taxes, premiums and/or charges referred to in the previous subclause from the agreed price, and to pay these directly to the tax administration, agency or organisation on behalf of the Supplier.
- d. In the events as referred to in subclauses b and c of this article the Client will, by means of payment thereof, be discharged for this towards the Supplier, insofar as this concerns these amounts.

Article 30. Obligations on the part of the Supplier

- a. The Supplier will independently perform the Agreement in accordance with the latest technological standards.
- b. The Supplier will be responsible for completing the work independently and subject to the Supplier's responsibility with a good result and with due regard to the current regulations concerning inter alia safety and the environment.
- c. The Supplier must upon first request from the Client handover a list to the Client, containing the name, first names, address, place of residence, date and place of birth, social security number and terms of employment, of all personnel that are deployed by the Supplier in the work from week to week.
- d. The Supplier must upon first request from the Client provide the latter with the wage statements, or as the case may be the man-hour timesheets of all personnel, that are deployed by the Supplier in the work, for perusal, in accordance with a model to be drawn up by the Client.
- e. The Supplier must remove waste and packaging materials after the fulfilment of the obligations on the part of the Supplier.

PART III. PROVISION OF SERVICES

The provisions of this part apply in addition to part I.

Article 31. Execution

- a. The Supplier must execute the work within the agreed period, or in the absence thereof within a reasonable period. The Supplier will be in default without notice of default when exceeding this period. The Supplier must provide the Client in a timely manner with a preface of the progress and any pending exceeding of the period. Such a preface will not release the Supplier from the liability on the part of the Supplier in the event of actual exceeding of the period.
- b. The Supplier is entirely independent during the execution of the agreed work. The work will be executed by the Supplier at the Supplier's discretion and without supervision by, or management from, the Client. However, the Client can give directions and instructions with regard to the result of the assignment.
- c. If in the opinion of the Supplier the agreed work is completed, the Supplier will inform the Client of this in writing. The Client will inform the Supplier within fourteen days after receipt of the notification from the Supplier whether or not the Client accepts the performance. If the Agreement concerns a Continuing Performance Contract the Client will be entitled, in derogation therefrom, to periodically evaluate the execution of the agreed work.
- d. The Client's rights related to shortcomings will not lapse due to the acceptance of the performance, regardless of whether the Client has discovered or could have discovered these during the acceptance period, and has not reported these to the Supplier.



- e. If and insofar as the work is executed at the Client's location this will take place during the business hours applicable there, unless agreed otherwise in writing. The Supplier will be obliged upon first request from the Client to execute work outside these business hours. Travel time and waiting time do not apply as worked hours and can only be charged to the Client if an express agreement in writing concerning this is in existence between the Client and the Supplier.
- f. The Supplier must ensure, at the Supplier's costs, the permits, exemptions, inspections and decisions required for the execution of the work and/or the deployment of employees.

Article 32. Personnel

- a. The personnel engaged by the Supplier during the performance of the Agreement will comply with any special requirements set out by the Client and in case of the absence thereof the general requirements of professional competence and expertise. The Supplier warrants that the personnel will be entitled to execute work, or as the case may be, provide services in the country where the work is carried out.
- b. If, in the opinion of the Client there is insufficiently qualified personnel, the Client will be entitled to require replacement of this personnel and the Supplier will be obliged to execute this replacement promptly, with due regard to the provisions of subclause a of this article.
- c. The Client is authorised to inspect and test all materials and equipment used by the Supplier during the provision of the Services, and identification of personnel, which are involved by the Supplier during the performance of the Agreement.
- d. Access to the Client's sites and buildings will take place at the Supplier's expense and risk. The Client will not be liable for damage and/or injury, unless the Supplier proves that the damage is caused by intention or wilful recklessness on the part of the Client itself or its managerial staff.
- e. The Supplier must ensure, timely and at the Supplier's costs, the permits, exemptions, inspections and decisions required for the execution of the work and/or the deployment of employees.
- f. If the Supplier is a self-employed person without employees, the obligations with regard to the personnel will apply mutatis mutandis to the Supplier.

Article 33. Recipients' liability

- a. In the event that the Supplier is a self-employed person without employees (Dutch: 'ZZP-er') it must be possible to establish prior to the commencement of the work whether the Supplier fulfils all criteria to be legally seen as a self-employed person (i.e. that the Agreement can not be seen as an employment agreement), in the absence of which the Client will have the right to cancel the Agreement with immediate effect. The Client can request that a model agreement is concluded, as published by the tax administration, or as the case may be that the provisions of such an agreement are included in the Agreement. The Supplier will be obliged to provide cooperation to this. If and insofar as any provision of the Agreement or these Purchase Terms and Conditions is in conflict with the provisions of the model agreement, the model agreement will prevail.
- b. Article 29 sub b up to and including d is applicable mutatis mutandis. The Supplier furthermore indemnifies the Client against all claims made by the tax administration, employment insurance agency and any other government agencies related to the Services provided by the Supplier for the benefit of the Client. If the Client is called to account by the tax administration, employment insurance agency or other government agency, the Client will be entitled to terminate this Agreement in writing, without any notice of default and without the intervention of the courts and with immediate effect, without prejudice to the other rights of the Client, including the right to compensation.