

These general purchase conditions, hereinafter referred to as: 'General Conditions', apply to all contracts awarded by us, irrespective of whether these concern the contracting or subcontracting of work or the delivery of materials or performance of services, including contracts under which workers are made available, and furthermore to every request for an offer which may lead to a contract to be awarded by us. The offers we receive from you will be binding for the term stated in the offer but in any case for a term of three (3) months. The contract awarded by us will be deemed to have been accepted by you, unless you have informed us otherwise in writing within eight (8) days of the date of the contract.

1. General

- 1.1. In the case of contracting or subcontracting, the Dutch Uniform Administrative Conditions for the Execution of Works and Technical Installation Works 2012 (*Uniforme Administratieve Voorwaarden voor de uitvoering van werken en van technische installatiewerken 2012, UAV*) also apply, in so far as not provided otherwise in our contract or the relevant contract documents.
- 1.2. Every contract is awarded by us subject to the resolutive condition that, if the execution of the work to which the contract awarded to you relates, in these General Conditions also referred to as 'the work', is not assigned to us or if our client or the management of the work (hereinafter referred to as: 'the client') withholds its approval, we will be released from all obligations by operation of law. In the event that some of the work is to be executed, instead of all of it, the contract awarded by us will only continue to exist for that part and will be deemed not to have been awarded for the remainder. In that case, the price or contract price agreed with you will be reduced in proportion to the reduction of your share of the work. In the event that all or part of the contract is cancelled, you will not be entitled to claim any reimbursement for calculation expenses or any other reimbursement of costs whatsoever.
- 1.3. We reject any applicability of your general terms and conditions of sale or delivery or any other conditions you have declared or tend to declare applicable, unless and in so far as we have explicitly accepted their applicability in writing.
- 1.4. Unless our contract solely concerns the delivery of materials not used by you in the work, you must make the following available to us, should we so demand, if and in so far as required or applicable:
 - a. A valid certificate of registration from the social security administration agency with which you are registered;
 - b. Your licence to establish a business;
 - c. An extract from a registration in the Commercial Register of the Chamber of Commerce which is not older than three (3) months;
 - d. A payment history report from the social security administration agency as well as a statement concerning payment of income tax, neither of which is older than three (3) months;
 - e. A copy of the G account agreement with the institution where the account is held.

Any changes in the information described under (a) to (e) must be reported to us at once. New documents must be provided immediately upon expiry of the period of validity of the documents referred to under (c) and (d).

- 1.5. You are not permitted to submit any quotation or offer to the client of the work concerning activities or deliveries related to the work. Without our knowledge you are not permitted to make any arrangements with the client concerning any matter relating to the work. Orders or instructions given by the client will only be carried out by you after you have received our explicit prior permission or authorization thereto in writing.

2. Laws; Regulations; Permits

- 2.1. You are deemed to be familiar with all statutory and other provisions and regulations applicable to the execution of our contract, including those concerning safety, working conditions and environment, and you are obliged to take any and all measures required in order to comply with such provisions and regulations.
- 2.2. You must at all times follow any and all instructions given by us or by or on behalf of the client (with due observation of the provisions of Article 1.5 of these General Conditions) concerning compliance with statutory and other provisions and regulations.
- 2.3. You will indemnify us and our client, without reservation, against any damage or loss, costs and other adverse consequences, of whatever nature, which might arise due to the failure on your part to take measures

to ensure compliance with statutory and other provisions and regulations or due to the failure on your part to follow instructions given by us or by the client.

- 2.4. You will be responsible for obtaining, in good time, all permits, licences, exemptions and other dispositions which, under public and private law, are required or prescribed for the execution of our contract.

3. Information

- 3.1. Any and all drawings, designs, models, specifications and other information made available by us for the preparation or execution of our contract will remain our property.
- 3.2. You must check any and all information made available to you by us immediately upon receipt for correctness and completeness and you must inform us immediately, in writing, if you have discovered any incorrectness or incompleteness. If and in so far as you have not drawn our attention, in writing, to any incorrectness or incompleteness by the time you submit your offer, at the latest, or, if you discover any incorrectness or incompleteness thereafter, within one week of such discovery, you will be deemed to have accepted the information provided to you without reservation and any and all consequences of the use of incorrect or incomplete information will be borne by you.
- 3.3. You may not use or allow others to use the information provided by us for any purpose other than the preparation and execution of our contract.
- 3.4. After our contract has been executed all the information provided to you, including any and all (photo)copies thereof, must be returned to us or destroyed without delay, should we so demand.
- 3.5. As regards all items and products you have delivered to us, you guarantee us that you will keep, in a proper manner and for the duration of the period specified for this in the applicable European and national regulations, and hand over to us should we so demand, any and all data and information that are or could be important for the technical construction file of these items and products or for obtaining and/or keeping certificates of conformity (including the CE declaration of conformity) for these items and products.

4. Price; Contract Price

- 4.1. The price or contract price agreed with you is a fixed price. Any changes in the costs of materials or wages or taxes or other costs payable by you will not be settled, unless stated otherwise in our contract. Even if there is no price increases sharing agreement, you will be obliged to provide us with a statement of wages and costs of materials, should we so demand.

5. Delivery of materials

- 5.1. The materials to be delivered by you must conform to:
- the description and/or specifications given to you by us;
 - the reasonable expectations we may have as regards their properties and/or quantities and/or their quality and/or their reliability.
- 5.2. Unless stated otherwise in our contract, materials will be 'Delivered Duty Paid ('DDP')', as referred to in Incoterms 2010, at the address of the (work) location specified by us. In the event that the address of the (work) location has not been specified, you must inquire of us in good time prior to the delivery of the materials at what address the materials and the relevant documentation must be delivered. All costs involved in the transport, including but not limited to the costs of insurance, unloading and other delivery charges, of whatever nature, will be payable by you.
- 5.3. Materials must have been delivered after the date and time have been agreed but always within the delivery period. Without our permission, delivery and unloading of materials outside normal working hours will not be possible. If we are not able to take delivery of materials, you will be responsible, in proper consultation with us and for no consideration, for storage and surveillance until delivery can take place.
- 5.4. The ownership of materials will transfer to us immediately upon delivery at the (work) location but, in the case of advance payment or payment in instalments, as soon as the first payment has been made. In that case, until delivery will be made, you will be responsible for the separate storage of the materials to be delivered by you, at your expense. You must furthermore mark these materials in such a way that it is clear that they are our property. You must point out our rights to any third parties who wish to seek recovery from these materials and, should such an occasion arise, you must inform us thereof immediately. The risk in the materials delivered will, however, remain with you until such time as the contract awarded to you or

the work contracted out to you has been completed. The ownership of and risk in materials that are rejected will be deemed never to have transferred to us, unless we explicitly state otherwise.

- 5.5. Each consignment must have a packing list and consignment note stating the number of our contract and, in so far as relevant, the applicable treatment requirements, processing instructions, connection rules, operating and maintenance instructions. For each consignment of chemical and other dangerous substances you must furthermore provide us with a product information sheet containing instructions regarding the personal protective equipment to be used and any other arrangements concerning the environment, safety, health and hygiene. This sheet must furthermore state the measures that must be taken in the event of an accident, fire or other calamity. The packaging of the dangerous substances delivered by you must comply with all the statutory provisions. You must make the prescribed protective equipment available to your own employees at your expense. Unless stated otherwise in our contract, all the requirements, rules, instructions and provisions referred to above must be drawn up in the Dutch language.
- 5.6. The manner in which all the materials delivered are inspected at the work location will be determined by us and/or by or on behalf of our client. We are also authorized to inspect or to arrange for the inspection of materials during the production process. Any and all information and facilities required for the inspection must be made available to us by you free of charge. Any and all materials that are rejected, for whatever reason, must be replaced by you immediately at your expense. In that case we will also be authorized to cancel the contract awarded to you, in accordance with Article 20 of these General Conditions. In the event that materials are damaged, they may be repaired instead of replaced, but solely with our written permission. In the case of approval you will not be released from any guarantee commitment or liability.
- 5.7. Materials that have been rejected must be removed by you, at your expense, should we so demand, and if you fail to do so we will ensure that they are removed and/or stored, but at your expense.
- 5.8. We have the right to demand that you submit a CE declaration of conformity or a certificate of approval or another, similar certificate or declaration, showing that the materials delivered or to be processed by you have been inspected or tested by a generally approved, independent body. You guarantee that the composition and properties of the materials delivered or used in the work conform to all the applicable requirements concerning environment, safety, health and hygiene, in evidence of which you will provide us with a recognized quality declaration, should we so demand. You will be liable for any and all damage or loss suffered by us as a result of any failure on your part in this respect, while also indemnifying us and our client against any and all claims against us made by third parties as a result of such failure on your part. The costs attached to a certificate or declaration will be payable by you. Submission of a certificate or declaration will not release you from your liability or from any guarantee provided by you.
- 5.9. We must be informed immediately of any changes in the composition of the materials to be delivered, failing which you will be liable for any and all resulting damage or loss.

6. Employees

- 6.1. The employees used by you in the execution of our contract will be under your supervision and responsibility. In addition, you must ensure that your employees will be working under professional management while executing the contract. Without our written permission, you will not employ any persons other than your own employees in the execution of our contract.
- 6.2. In the event of misconduct or unsuitability of your employees or refusal to comply with provisions, regulations or instructions concerning safety, working conditions, order or environment, we will be entitled to refuse the relevant persons access to the work or to remove them from the building site. In such a case, you will be obliged to provide replacement employees immediately who do meet the requirements, without any obligation on our part to pay you any ensuing costs. In such a case you will be liable for any and all damage or loss we may suffer as a consequence.
- 6.3. The working hours and rest time on the building site and public holidays recognized generally or where the work is being executed, as well as holidays or other collective days off prescribed by the government or in a collective agreement to which we are bound, must also be observed by you. We will not be liable for any additional costs you may incur as a result.
- 6.4. We must be informed immediately of any accidents on the building site involving your employees.
- 6.5. We have the right to demand that employees on the building site are able to provide valid, legally recognized proof of their identity. Your employees will not be permitted to place motor vehicles on the building site.

- 6.6. The work to be executed by you under our contract may not be discontinued by you without our prior written permission.
- 6.7. You must comply properly with all obligations to continue to pay wages and other obligations towards your employees and also with your obligation to pay income tax, national insurance contributions and pension contributions. We will recover from you any wage or other payments which should be made by us to your employees or the employees of a subcontractor under the terms of an applicable collective bargaining agreement. You must pay us the statutory interest on such amounts.
- 6.8. Unless stated otherwise in writing in any additional provisions that form part of our contract or in the contract itself, your employees must work on the building site with due observance of a safety management system certified under the terms of the safety checklist contractors.
- 6.9. Each week you must submit to us for approval and signing a time sheet (hereinafter also referred to as: 'hourly time sheet') containing the names and citizen service numbers of the workers assigned by you to execute your share of the work and you will also include a statement of the number of hours worked by each of these workers.
- 6.10. Unless agreed otherwise, you will not be permitted to employ, either directly or indirectly, any of our employees or to have them carry out any activities for you in any other manner whatsoever or to approach these employees for a position elsewhere.
- 6.11. We will not be liable if our contract cannot be executed as a result of a strike or other form of labour unrest among our employees or those of a third party.

7. Equipment

- 7.1. Unless stated otherwise in our contract, you must provide all the tools, personal protective equipment and other equipment necessary for the execution of the contract.
- 7.2. You will be obliged to demonstrate to our satisfaction that all your tools and other equipment are well maintained and meet all the applicable safety requirements. To that end, inspection certificates and similar documents must be available for inspection on the building site or it must be possible to produce such documents immediately. It is not permitted to use tools or other equipment which does not meet all the requirements. In such a case you must replace them at your own expense. You will also be liable for any and all damage, loss and costs, of whatever nature, resulting from the use of tools or other equipment which does not meet the requirements.
- 7.3. We will not be obliged to guard or insure your tools, equipment or any other items belonging to you or your employees and we will not accept any risk of damage or loss.
- 7.4. The horizontal and vertical transport required for the execution of our contract must be provided by you, at your risk and expense, unless stated otherwise in our contract.
- 7.5. The equipment made available to you by us will at all times remain our property and we will acquire the ownership of any equipment purchased or manufactured by you at our expense as soon as it is ready or has been taken delivery of by you. This equipment must be marked by you in such a way that it is clear that it is our property and, if applicable, stored separately. You must point out our rights to any third parties who wish to seek recovery from equipment that is our property. We must be informed immediately of any such claims made by third parties. Except where we have given explicit prior permission in writing, you will not be permitted to remove from the building site, use or allow others to use any equipment that belongs to us other than for the execution of our contract.
- 7.6. Any equipment that is our property must be checked by you when you take delivery thereof and you must inform us immediately of any defects. Should you fail to do so, the equipment will be deemed to have been taken delivery of by you in good condition. You must use and maintain all our equipment with due observance of high standards. As long as any equipment that is our property is in your possession, you will bear the risk of it being damaged or lost. You must take out insurance to cover this risk at your own expense. Should we so demand, you must send us proper proof of such insurance. You must report to us, immediately and in writing, each instance where our equipment is damaged or lost.
- 7.7. Following the execution of our contract, you must return to us all the equipment that is our property immediately and in good condition, unless we have given you written permission to destroy it after use. In the event that the equipment is returned to us, we have the right to have it (re)inspected and repaired, if necessary, with due observance of the standards applied by us.

8. Execution

- 8.1. In the event of contracting or subcontracting, the progress of your activities must be recorded by you, on our instructions, in reports which you must submit to us on a weekly basis for approval and signing.
- 8.2. There must always be an officer on the building site who has been authorized by you to represent you in all matters concerning the execution of our contract. On commencement and termination of the work he must report, also on behalf of the construction team, to the site manager or assembly management on the building site. You must ensure that site, work and other meetings are attended on your behalf by an officer designated by you.
- 8.3. The electricity required by you for the execution of your share of the work will be made available to you by us, unless and in so far as this would result in the power available for you on the building site being exceeded. We will never be liable for the consequences of any disruption or failure of the energy supply.
- 8.4. You will not be permitted to place your own site hut, storage space, toilet or other hut on the building site unless you have obtained our prior written permission. You may be able to use the telephone and/or fax lines on the building site on payment of all the costs involved.
- 8.5. The building site may not become dirty through any actions on your part or those of your employees. Any packaging material no longer used and other construction waste must be removed from the building site by you with due observance of any instructions given by the site manager or assembly management on the building site. In the event that containers have been made available for the separate collection of waste, you will be obliged to sort the waste prior to depositing it in the containers and, if we do not make any waste containers available, any packaging material no longer used and other construction waste must be removed by you from the building site at your expense. In all cases where you do not give your waste to a waste collector but use your own equipment to transport it to a waste processing company without the waste collector as intermediary, you must comply with all the reporting and registration obligations you are obliged to comply with based on the applicable provincial environmental bylaw. Under no circumstances may any hazardous and/or chemical waste be deposited in containers intended for the collection of waste. Hazardous chemical waste must at all times be removed by you from the building site at your expense, with due observance of all the applicable statutory regulations. All costs arising as a result of a violation of these provisions, including fines imposed on us as a consequence, will be payable by you and, if these costs have been paid by us, will be reimbursed by you should we so demand. Each space made available to you by us in which work is carried out by you must be made available to us again in good and clean condition after your work is finished.
- 8.6. Any and all instructions given to you in connection with the execution of our contract must be followed without any reservations whatsoever. This includes instructions concerning the location and manner of unloading and storing equipment, auxiliary tools and materials.
- 8.7. Cutting, demolition, grinding, chasing, sawing, welding and/or drilling work is not permitted without our permission.
- 8.8. In the event that the making of drawings or calculations is included in our contract, the execution of the contract may not start until after these drawings or calculations have been approved by us.
- 8.9. The health and safety plan relating to the work will be drawn up based on the Dutch Working Conditions Decree (*Arbeidsomstandighedenbesluit*) and adhered to by you without any reservations and you will be obliged, without being able to claim any additional payment, to follow all the instructions that may be given to you by the coordinator charged with ensuring that the plan is adhered to.

9. Contracting out work

- 9.1. You may not have a third party execute all or part of the contract we have awarded you nor may you use any hired workers, unless you have obtained our prior written permission.
- 9.2. You will at all times remain fully responsible for any work or deliveries you have engaged a third party to perform with our permission.
- 9.3. In the case where you are not able to comply with your payment obligations towards a third party you have engaged to execute all or part of the contract awarded by us, we will have the right to pay the amounts owed by you directly to the third party concerned. In such a case we will be able to set off all the payments we have made on your behalf against any and all payments we might owe you now or in the future.

- 9.4. You must declare these General Conditions applicable by analogy in any agreements with third parties you have engaged, with our permission, to perform all or part of the contract awarded by us or whose workers you are hiring.

10. Contract variations

- 10.1. If there are any contract variations, in your opinion, you must inform us of this immediately in writing, stating the consequences for completion/delivery dates and/or the price or contract price. The execution may not commence until after an additional written contract has been awarded, unless the construction manager or works manager on the building site has instructed that the contract variations cannot be delayed.
- 10.2. A mere change in the time, work or construction schedule will not give any entitlement to settling additional work.
- 10.3. Contract variations will not be settled until after they have been approved by us in writing. Without prejudice to the provisions of Article 1.5, any activities related to work not executed by you under our contract but which you have been instructed to carry out by the client of the work without us as intermediary will be at your risk and expense.

11. Commencement; Duration; Completion

- 11.1. The completion date specified in our contract is binding, with the proviso that we will at all times have the right to extend this completion date to a later date to be specified. In so far as necessary we will indicate when you can commence the execution of our contract, unless the commencement date is stated in the contract. You must execute our contract so expeditiously, in accordance with the time schedule given by us and in consultation with the site manager on the building site, that there will be no delay in the progress of the work and, in particular, you must to that end have sufficient skilled employees at your disposal at all times.
- 11.2. Should it not be possible to commence the execution of our contract at the specified time, we will have the right to postpone the execution of the contract. We will not be liable for the consequences of such a postponement, irrespective of the cause, nor for the consequences of an interim change in the time, work or construction schedule or other delays in the progress of the work. Under no circumstances will you have the right to terminate our contract for these reasons.
- 11.3. The consequences of unworkable weather will at all times be borne by you.
- 11.4. We must be informed immediately of each delay or imminent delay in the progress of the execution of our contract or each instance where the date on which our contract must have been executed is exceeded or is about to be exceeded. If such a delay or exceeding of the completion date is the result of a circumstance that can be attributed to you, you will be in default by operation of law and we will have the right either to set a new period within which you will be able to comply with your obligations or to cancel the contract awarded to you in accordance with the provisions of Article 20 of the General Conditions. In the former case we will be able to demand that you, without any entitlement to additional payment, assign additional employees or that you have your employees work overtime on the building site in order to limit the delay or exceeding of the completion date as much as possible.
- 11.5. In the event that a delay in the progress of the work or postponement of the completion of the work is the result of a circumstance attributable to you, we will have the right to recover from you any and all loss we or others might suffer as a result. This loss also includes any discounts described in the contract documents of the work or penalties which may be imposed on us by or on behalf of our client.
- 11.6. In so far as you have not already done so at an earlier date, you must provide us with maintenance and operating instructions as well as as-built drawings no later than on completion of the work. Systems must be in working order on completion and must be delivered by you fully balanced and working. This also applies by analogy to any systems that have been repaired and/or replaced, as referred to in Article 13(3) of these General Conditions.

12. Inspection

- 12.1. We have the right to inspect or arrange for the inspection of the goods delivered by you or the work performed by you. You will be obliged to make available to us all the information and facilities necessary for the inspection, free of charge.

- 12.2. Any defects that have resulted in rejection must be repaired by you, at your expense, immediately after you have been informed of the rejection. If, in our opinion, the defect cannot be repaired or such repair is not a realistic option, you will replace the goods or materials, without prejudice to our right to cancel all or part of the contract, in accordance with Article 20 of these General Conditions.
- 12.3. Furthermore, the goods and materials that have been rejected must be removed by you at your expense should we so demand. Until such time as you do so, these goods will be stored by us or on our behalf at your risk and expense.
- 12.4. Approval of that which has been delivered will not release you from your guarantee commitments and your other obligations arising from our contract and/or these General Conditions.

13. Guarantees

- 13.1. You guarantee us and, should we so demand, also our client, that the contract awarded will be executed by you in accordance with the requirements of sound work and the provisions of our contract and those of the applicable contract documents and furthermore with due observance of all other applicable requirements, standards and regulations. All materials to be delivered or processed by you will be new and moreover of good quality and will not have any design, manufacturing or assembly defects or faults in the materials and must in all respects be identical to the samples provided to us and suitable for their intended use, in accordance with the requirements set in the applicable legal, contractual and/or other regulations (including the Dutch Building Materials Decree (*Bouwstoffenbesluit*)).
- 13.2. In the event that our contract or the applicable contract documents do not specify another period and/or commencement date, a guarantee period applies of twelve (12) months after completion of the entire work or project of our client, of which the materials and/or services delivered by you or the work executed by you forms a part.
- 13.3. Any and all defects discovered by us must be repaired by you, at your expense, should we so demand. Instead of a repair we may also be able to demand a replacement. In the event that you fail to comply with your obligations in this respect we will have the right, without any warning whatsoever, to have the repairs or replacement carried out by a third party at your expense. In the event of repair or replacement the applicable guarantee period will apply again for the full term thereof and will not commence until after the repair or replacement has taken place.
- 13.4. The certificates of guarantee required in accordance with our contract or the contract documents must be handed to us at the time of delivery if materials are concerned which will not be used by you in the work. In the case of contracting or subcontracting, drafts of the certificates of guarantee to be provided by you must be submitted to us for assessment and approval no later than on commencement of your work. The definitive certificates of guarantee must be presented to us no later than at the time of completion. We have the right to suspend every payment or instalment of the price or contract price agreed with you and anything else we may owe you for whatever reason, until you have complied with your obligations in this respect.

14. Liability; Insurance

- 14.1. We are entitled to compensation for any and all loss, of whatever nature, including but not limited to trading loss and/or lost profits, as a result of defects in the materials delivered by you or work performed by you or due to any other failure whatsoever that can be attributed to you.
- 14.2. You will furthermore be liable for any and all loss resulting from errors made by your employees or other persons used by you in the execution of our contract. You must indemnify us against any and all claims which might be made against us by third parties, including claims made by the client of the work.
- 14.3. Our liability under or in connection with the contract awarded by us is limited to the amount of any payment we may receive under the terms of an insurance policy taken out by us (and, if no payment is made, to nil), irrespective of whether such liability ensues from the contract, a wrongful or an unlawful act (including the failure to act), fairness, the law or otherwise. Under the terms of the contract awarded by us we will never be liable for any loss of profits, income, use, production or contracts whatsoever or for any indirect, special or consequential loss of whatever nature.
- 14.4. You will be responsible, at your expense, for taking out proper insurance which will cover your third-party and contractual liability for damage or loss which might arise during or in connection with the execution of our contract. Should we so demand, you will allow us to inspect the policy and policy conditions or provide us with a copy of the insurance certificate. In the event that you are included in such a case under one of our

insurance contracts or the insurance contract of the client of the work you will then only be insured against damage or loss involving the materials intended for the execution of our contract, or at any rate against damage or loss involving items being processed by you for the execution of your share of the work. In the situation of co-insurance described above you will only be covered in the aforementioned case if and in so far as you are not or would not have been insured yourself if the cover provided by one of our insurance contracts or the insurance contract of the client of the work had not existed, all of the above disregarding what has been provided in this respect in the applicable contract documents or otherwise agreed with the client. The cover under the terms of one of our insurance contracts or the insurance contract of the client will never include the risk of damage to or loss of tools or other equipment that is your property nor the risk of damage to or loss of the property of your employees. You will always, also in the case of co-insurance, bear the cost of any excess.

- 14.5. The liability for motor vehicles used on the building site must be covered under the terms of an insurance policy which meets the requirements of the Dutch Civil Liability Insurance (Motor Vehicles) Act (*Wet aansprakelijkheidsverzekering motorrijtuigen*).

15. Industrial and intellectual property

- 15.1. You guarantee that the use of the materials delivered or used by you in the work does not infringe any industrial or intellectual property rights of any third party and you indemnify us against any and all claims made in respect of such an infringement.
- 15.2. We will retain any and all industrial or intellectual property rights (hereinafter: 'IP rights') held by us prior to awarding the contract.
- 15.3. You hereby grant us and the client a worldwide right to use all the IP rights held by you - without any payment being owed in this respect - in so far as necessary for the undisturbed use of the share of the work to be executed by you or the materials or services to be delivered by you.
- 15.4. Any new IP rights created in the course of the execution of the contract will be fully vested in us. You hereby transfer these IP rights to us in advance, without any further payment being owed by us in this respect. If further actions are needed for such a transfer, you hereby declare that you will unreservedly lend your cooperation to such actions. Furthermore, you hereby grant us irrevocable power of attorney to perform any and all necessary actions on your behalf or to sign documents to ensure that the ownership of the IP rights will be fully vested in us. We will then have the right, at our discretion, to register, or not, the IP rights in question.

16. Invoicing

- 16.1. All invoices must be submitted in duplicate and must comply with the requirements of Section 35 of the Dutch Turnover Tax Act 1968 (*Wet op de omzetbelasting 1968*) or those of any other legal regulations replacing such act. Each invoice must contain at least the following details:
- your name and address;
 - a description or name of the work, as well as details of the work location;
 - the project number;
 - the order or contract number to which the invoice relates;
 - if applicable, the amount of turnover tax due, with the VAT number; and furthermore, in the event of contracting or subcontracting:
 - the number of your registration in the Commercial Register of the Chamber of Commerce;
 - the period in which the work to which the invoice relates was executed and the location concerned;
 - the wage bill included in the invoice amount;
 - the amount which, in accordance with our contract, must be deposited into your G account, as well as the number of the account and the name of the bank where the account is held;
 - if applicable, the mention: 'reverse charge'.

- 16.2. In the event of contracting or subcontracting, each invoice must be accompanied by hourly time sheets signed by us in duplicate, specifying the names, addresses, dates of birth, registration numbers and citizen service numbers of the employees who, each week, are employed in the execution of the work to which the invoice relates, as well as a specification of the number of hours worked by each employee and furthermore a work, contract or production sheet signed by the manager and site manager at the work location. Without these sheets, an invoice will be deemed not to have been submitted.
- 16.3. If materials are delivered you must provide us, should we so demand, with a receipt signed by or on behalf of us as proof that the materials were delivered.
- 16.4. Each invoice must be prepared cumulatively, i.e. the invoice must state the total amount you are claiming in connection with work performed by you until the invoice date. Previously submitted invoice amounts must be subtracted from this amount. You must submit a separate invoice for the balance of the contract variations.
- 16.5. Invoices that do not meet all the requirements stated in these General Conditions will not be dealt with until you have provided the missing details.
- 16.6. Any invoices you send us after expiry of a period of six (6) months, to be calculated from the date of delivery of the materials or the completion date, will not be accepted by us. Your right to payment of these invoices will lapse as a consequence.

17. Payment

- 17.1. Payment will only be made if and in so far as the items delivered by you and/or the work performed by you has been approved by us and our client and you have furthermore also complied with all your other obligations arising from our contract and these General Conditions. Unless agreed otherwise, payment will then be made at the end of the calendar month in which the period of sixty (60) days after receipt of your invoice expires but not until after the second copy of our contract, signed by you, has been returned. Invoices must be sent to factuur@alfen.com.
- 17.2. In the event of contracting or subcontracting or if you make workers available to us, we will at all times have the right to pay the amount of national insurance contributions, income tax and turnover tax we are liable for in accordance with the law, in connection with the work assigned to you, through payment into your G account or to pay this amount, chargeable to you, to the competent collector of state taxes or the social security administration agency concerned. The amounts paid in this manner will be deducted from the price or contract price agreed with you and will to that extent grant us full and final discharge. In the event of a payment into your G account, you will be obliged to observe the further regulations described in Section 16b(8) of the Dutch Social Security (Coordination) Act, laid down in the Employee Insurance Contributions (Liability of Subcontractors) Implementing Regulations (*Uitvoeringsregeling ketenaansprakelijkheidpremie werknemersverzekeringen*). The funds we have deposited into your G account may only be used by you to make payments to the competent collector of state taxes or the social security administration agency concerned, or to make payments into the G account of a subcontractor you have assigned the execution of all or part of your share of the work to. As long as there is still a likelihood that we may be held liable for payment of national insurance contributions, income tax or turnover tax owed by you, for which we are liable in accordance with the law, in connection with the work assigned to you, we will have the right to suspend every payment we might still owe you for whatever reason.
- 17.3. You hereby declare that you waive your right of retention or any other right of suspension, without any reservation whatsoever.
- 17.4. We have the right to set off any amounts we owe you against any amounts you owe us or will owe us, for whatever reason, also if such an amount is not yet due and payable. You also accept that all other companies and legal entities affiliated with us in the same group will be entitled as joint and several creditors to everything you owe us, so that any and all amounts you are owed by these other companies or legal entities can also be set off against any and all amounts you owe us.
- 17.5. You will only be entitled to payments in instalments or advance payments if this has been explicitly stipulated in our contract. All payments will be regarded as an advance payment of the final account.
- 17.6. Late payment surcharges will not be imposed.

18. Prohibition of transfer and pledging

- 18.1. Claims you have or will have against us may not be pledged or disposed of, whether or not for a consideration of any kind.

19. Security

- 19.1. We have the right to demand that you provide security, to our satisfaction, for the compliance with your obligations arising from our contract.

20. Termination

- 20.1. If you fail in the performance of your obligations arising from the contract awarded by us we will have the right to cancel all or part of the contract awarded to you, without any prior warning or notice of default whatsoever, by means of a single written notice addressed to you.
- 20.2. In the event of cancellation we will be able to demand compensation for all loss, of whatever nature, which we might suffer as a result. The loss will also include the additional costs to be paid by us in order to have the contract awarded to you executed or completed by a third party. The loss for which compensation is to be paid by you will at least be determined to be an amount equivalent to ten (10) per cent of the price or contract price agreed with you. In the event that the actual loss suffered by us is higher, we will have the right to demand compensation for the actual loss. We may be able to deduct the loss we can demand compensation for from payments we owe you. Any and all payment obligations we may have will be suspended until it has been determined how much you owe us as a result of the cancellation of our contract.
- 20.3. We will never be obliged to any setoff or to pay any compensation whatsoever on account of the cancellation of the contract awarded to you.
- 20.4. In the event that our contract is cancelled, you will be obliged to take back, as soon as possible but in any case within one month of the cancellation, the materials which were delivered by you but which we can no longer use as a result of the cancellation and to return to us all the payments you might already have received in this respect.
- 20.5. The provisions of this article will apply by analogy if you apply for a suspension of payments or file a winding-up petition yourself or if third parties petition for your liquidation, you are granted a suspension of payments or are put into liquidation or you cease your business operations, wind up your company or transfer it to a third party, and solely the provisions of the first and third paragraphs of this article will also apply if the work is terminated without having been completed or our agreement with the client of the work is terminated for whatever reason.
- 20.6. We furthermore have the right to cancel the contract for any reasons we find satisfactory. In such a case we will pay the price or contract price agreed with you in proportion to the work already executed by you or the materials and services already delivered by you in accordance with the contract. In that case the provisions of Articles 3 and 4 will apply by analogy.

21. Confidentiality

- 21.1. You will maintain absolute confidentiality as regards all the information and know-how relating to the contract, project or our business which you have become aware of for the contract awarded to you.

22. Priority

- 22.1. In the event that, in addition to these General Conditions, the Dutch Uniform Administrative Conditions for the Execution of Works and Technical Installation Works (UAV 2012) also apply to the contract awarded to you, the provisions of our contract will, in the event of any conflict, have priority over these General Conditions and these General Conditions will then in turn have priority over the UAV 2012.

23. Applicable law; Disputes

- 23.1. The contract awarded to you is governed by Dutch law, with the exclusion of the provisions of the Vienna Sales Convention 1980 and any rules of precedence. Should any provision of our contract or of these General Conditions be contrary to mandatory law, this provision will have no binding effect but the remaining provisions will remain in full force.
- 23.2. Any disputes arising as a result of the contract awarded to you or any further contract will be settled by arbitration in accordance with the articles of the Court of Arbitration for the Metal Trade and Industry (*Raad*

van Arbitrage voor de Metaalnijverheid en Handel), unless different dispute settlement rules are included in the applicable contract documents. In that case, these rules will also apply to disputes which may arise between you and us. We will, however, at all times be authorized to submit a dispute, which the subdistrict sector of the competent court must take cognizance of in accordance with the law, to the competent subdistrict sector for settlement while also being authorized in such a case to apply to the president of the competent district court in order to obtain preliminary relief in interim injunction proceedings or leave to take precautionary measures.

- 23.3. If and in so far as you have your registered office outside the Netherlands we (while excluding you) will at all times, notwithstanding the above, be able to arrange for any disputes with you to be settled by the foreign court that will then have jurisdiction.
- 23.4. If any dispute is settled in our favour, you will be obliged to pay us all the judicial and extrajudicial costs, including the costs of legal assistance, also in so far as these are costs which might not be awarded by the court.

These General Conditions were filed with the Chamber of Commerce of Amsterdam under number 39037364.

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