GENERAL PURCHASING AND SUBCONTRACTING TERMS AND CONDITIONS

PART 1. GENERAL PART

Article 1. Definitions and applicability

1.1 In these general terms and conditions, the following definitions apply:
- Client: AR Holding B.V. and/or its affiliated companies;
- Contractor: the Party that negotiates with the Client about the conclusion of the agreement and/or with whom the Client concludes an agreement;
- Subcontractor: a (legal) person who is engaged (directly or indirectly) by the Contractor for the purposes of executing the Performance;
- Principal: the legal person that has concluded the main (contracting) agreement with the Client;
- Performance(s): the Performance(s) to be performed by the Contractor under the agreement, consisting of the delivery of goods and/or the execution of works and/or the performance of activities and/or services and/or other activities and related activities.

1.2. These general terms and conditions apply to all quotation requests, offers and agreements relating to the delivery of Performances for the Client by the Contractor and, furthermore, to all arising legal relationships.
1.3. Derogations from these general terms and conditions may only be made in writing and with the explicit consent of the Client. The Client explicitly rejects the applicability of any terms and conditions used by the Contractor.
1.4. The provisions applicable to all quotation requests, offers and agreements are included in Part I, “General Section”.
1.5. In addition to Part I, the provisions of Part II sub A “Special Section Sub A Purchasing Terms and Conditions” also apply in the case of quotation requests, offers and agreements relating to the delivery of goods.
1.6. In addition to Part I, the provisions of Part II sub B “Special Section Sub B: Subcontracting Terms and Conditions” also apply in the case of quotation requests, offers and agreements relating to the performance of work contracts. In the event of a conflict between provisions in both chapters, the provisions of II take precedence.
1.7. All parts of these general terms and conditions apply to combined contracts concerning the delivery of goods and the performance of work contracts.
1.8. In the event of a discrepancy between the Dutch version and a translation of these general terms and conditions, the Dutch version shall apply.

Article 2. Quotations

2.1 The Client’s request to submit a quotation is without obligation.
2.2. This is irrevocable unless a Contractor’s price quotation indicates otherwise.
2.3. The Contractor is bound by its quotation for a period of at least eight weeks, or such longer period as stipulated by the Client. If the Contractor submits its quotation within the scope of participating in a tendering procedure together with the Client, the Contractor is bound by its tender for up to six months after the contract has been awarded by the Principal to the Client.

Article 3. Conclusion of the agreement, content of the agreement

3.1 An agreement is only concluded:
a. By signing on behalf of the Contractor the agreement that the Client has sent to the Contractor, together with the request to return these unchanged and signed within 14 days after the date of receipt; or,
b. If the Contractor fails to return the agreement within 14 days after the date of receipt, by starting to execute the agreement. As a result, the Contractor is deemed to have accepted the agreement on the terms and conditions as stated in the agreement and subject to the applicability of these general terms and conditions. The Client shall not make payment as long as the agreement has not been returned signed.
3.2. If two or more Contractors have jointly accepted the agreement, they are jointly and severally liable for the same.
3.3. If the agreement contains obvious contradictions and/or errors, the Contractor must notify the Client of this as soon as possible before he signs or executes the agreement.
3.4. Additions and amendments to provisions in the agreement shall only be binding on the Client if the latter has accepted the same in writing.
3.5. The agreement is concluded under the suspensive conditions that the agreement with the Principal is established and that the engagement of the Contractor is approved by the Principal.
3.6. All requests and assignments of the Client apply as if the following were literally included in them:
a. the provisions of the agreement concluded between the Client and the Contractor;
b. all the technical and administrative provisions of the specifications, drawings, official reports and/or indications relating to the agreement and any changes or additions to the specifications;
c. the provisions of these general terms and conditions; and
d. anything else by which the Client is bound by virtue of the agreement with its Client and/or third parties, insofar as this is directly or indirectly related to this agreement.
If no order of priority of contract documents has been agreed and there is a contradiction between the provisions referred to in a, b, c and d, the above-mentioned shall prevail over the provisions referred to later.
3.7 If the aforementioned documents have not been sent in or with the request or assignment, the Client shall still send these documents to the Contractor upon first request. In no case whatsoever shall the Contractor be able to invoke unfamiliarity with any applicable provisions or documents pursuant to the above. The Contractor is liable for all harmful consequences if it finds inaccuracies and/or ambiguities in the information provided to it, or if it should have found them with proper interpretation, and neglected to inform the Client of this in writing.

Article 4. Execution of the agreement

4.1 The Contractor is obliged to execute the Performance entrusted to it in accordance with the requirements of good, sound and professional work, in accordance with the applicable and agreed quality standards and using sound materials suitable for the purpose for which they are intended. The Contractor is obliged to follow up the orders and instructions issued by the Client.
4.2 The Contractor is obliged to observe the requirements and instructions of the authorities and public utilities when executing the agreement.
4.3 The agreement also includes all activities that, according to their nature, belong to the agreement or Performance. Such deliveries/activities therefore do not give rise to any claim to additional payment.
4.4 The Contractor is not allowed, without the consent of the Client, to directly or through a party other than the Client contact or maintain contact with the Principal and/or its advisors and representatives regarding the Performance, or to make quotations and/or offers to the same for any changes or extensions regarding the Performance.
4.5 The Contractor shall commence execution of the Performance at the time stated in the agreement. It is aware that its activities must be included in the timetable of the main contracting agreement. The Client shall be entitled to change the order of the activities to be carried out if it deems this desirable in connection with the progress of the construction, without being obliged to pay damages and costs. The Client shall inform the Contractor of these changes.
4.6 If the Contractor will not be able to complete its contractual Performance at the agreed time or within the agreed timetable, it is obliged to immediately notify the Client of this in writing.
4.7 The Contractor shall personally take care of the necessary tools and equipment and shall periodically inspect this equipment in accordance with the legal requirements and label it with inspection mark(s). The Contractor will provide the inspection reports upon request.

Article 5. Approval and inspection

5.1 Without prejudice to the Contractor's obligation to personally carry out the necessary inspections, quality and progress checks, the Client and its Principal, or third parties working on their orders, are at all times entitled to inspect and/or test (a part of) the Performance during processing, manufacture, storage or transport. The Contractor shall make the facilities, equipment and personnel available for inspection and/or testing. In addition, the Contractor shall ensure that any suppliers provide all their cooperation in this regard. All costs of approval or inspection that the Contractor must incur in this context are for the Contractor’s own account.
5.2 Inspection or approval by the Client, in whatever form and to whatever extent, does not imply acceptance and does not release the Contractor from any warranty or liability whatsoever that arises from the agreement or the law. Rejection does not release the Contractor from its obligation to execute the Performance on time.
5.3 In the event of rejection of (a part of) the Performance, the Client shall notify the Contractor of this immediately. The Contractor shall then repair or replace (the rejected part of) the Performance immediately at the first request of the Client, so that there is no delay, without the Client being obliged to pay any additional compensation and without prejudice to its obligations to compensate the damage and costs caused as a result.
5.4 If the Contractor does not replace or repair the rejected Performance, or the rejected part of the Performance, in good time, the Client shall be entitled to replace or repair the rejected Performance, or the rejected part of the Performance, or to have the same replaced or repaired, for the account and risk of the Contractor.
5.5 If the Performance or a part thereof is rejected, the Client also has the right to suspend payment of the price relating to this Performance or part thereof, or the Client is entitled to terminate the agreement in full or in part without any notice of default or judicial intervention and without owing the Contractor any compensation for damages in this regard, without prejudice to its other legal rights.
5.6 Approval, inspection, testing and/or repair of the Performance after rejection does not release the Contractor from any warranty or liability on the grounds of the agreement.

Article 6. Recovery, retention and set-off

6.1 The Contractor hereby unconditionally and irrevocably waives any right of retention, recovery or set-off to which it may be entitled.

Article 7. Warranty

7.1 The Contractor guarantees that the goods delivered and/or the work performed, including the goods used and goods delivered for that work:
a. are of good quality, without defects in design, construction, manufacture, assembly and/or material and;
b. are in accordance with the provisions of the agreement and with the documents belonging to the agreement, including those referred to in Article 3, paragraph 6; and
c. are suitable for the purpose for which they are intended; and
d. are in accordance with the requirements set for them by or on the part of public authorities, public services and public utilities, including all Safety Regulations and Instructions.
7.2. If no warranties have been included in the agreement, the Contractor must provide all warranties to the Client that the Client must provide pursuant to the agreement with the Principal, insofar as these warranties relate to the Performance.
7.3 If the manufacturer’s warranty is more extensive than the one referred to above, this manufacturer’s warranty shall apply as a minimum.
7.4 The Contractor shall repair or replace, for its own account, at the discretion of the Client, any defects falling within the abovementioned warranties that the goods and/or the work after delivery/completion show, as soon as possible and in any event within the reasonable period of which the Client has given notice. All costs associated with the repair or replacement of the defect and the recommissioning of the object, service, work or - if this belongs to a larger object - the recommissioning of that object are for the account of the Contractor.
7.5 The period for which the warranties referred to in this Article are provided is legally extended by the period during which the goods delivered or to be delivered/the work performed or to be performed, or during which the object for which the goods or the work is intended cannot be used for the intended purpose due to a defect attributable to the Contractor. For the repaired or replaced parts, the warranty period starts again from the time of commissioning after repair.
7.6 This Article does not affect the liability of the Contractor on the grounds of the agreement and the law.

Article 8. Liability and indemnification

8.1 The Contractor is liable for all damages, of any nature whatsoever, suffered by the Client and/or third parties (including the Client's Principal) as a result of the Contractor’s unlawful act or attributable shortcoming in the execution of the agreement (or attributable shortcoming or unlawful act of its staff or the persons whom the Contractor employs in the execution of the agreement).
8.2 The Contractor is obliged to notify the Client or the management in good time in writing of any errors in the assignment that the Contractor knows or should know, including, but not limited to, inaccuracies in the constructions, the architectural details, architectural and specification drawings, methods, orders, instructions, as well as regarding defects in the building materials and tools made available by the Client. The Contractor immediately forfeits a payable penalty of EUR 5,000 (five thousand euros) for any failure to comply with the duty to warn the Client, even if the Contractor is not to blame for the occurrence of a breach of the duty to warn and without prejudice to the right of the Client to fully recover all damages as referred to in paragraph 1 of this Article and on the grounds of the law.
8.3 Limitations of liability that the Contractor agrees upon with subcontractors, suppliers and/or third parties can never be invoked against the Client.
8.4 The Contractor indemnifies the Client against:
a. third-party claims (including the Principal) against the Client for the payment of penalties and/or compensation for damage suffered in connection with a failure on the part of the Contractor to comply with its legal obligations, or of its obligations under the agreement, or an unlawful act on the part of the Contractor;
b. claims of employees of the Contractor or third parties engaged by the Contractor against the Client;

c. penalties and/or disciplinary actions that are imposed on the Client and/or the Principal in connection with the Contractor's failure to comply with rules and regulations.
8.5 In the event of the bankruptcy of the Contractor, the Client is entitled to charge 10% of the price agreed on in the agreement to the Contractor and to set it off against the receivables of the Contractor, as compensation for the fact that the Client will not be able to exercise its contractual and/or legal (warranty) claims in connection with (hidden) defects in the Performance as a result of the bankruptcy of the Contractor. In addition, the Client has the right to charge for the actual damages and to set this off against the claims of the Contractor.

Article 9. Insurance
9.1 The Contractor is obliged to:
a. conclude a Liability Insurance for Companies (AVB, Aansprakelijkheidsverzekering voor Bedrijven) with cover of at least EUR 5,000,000 per event, including cover for employer's liability in accordance with Articles 7:658 and 7:611 of the Civil Code;
b. adequately insure the equipment used by it for damage to property and persons, including the resulting damage caused by or related to the use of the equipment;
c. take out an insurance cover for equipment that can be regarded as a motor vehicle in accordance with the provisions of the Motor Insurance Liability Act (WAM, Wet Aansprakelijkheidsverzekeringen Motorrijtuigen) with cover of at least EUR 6,070,000 per event. The work risk must also be insured.
d. take out a Construction All Risks (CAR) insurance if a work is to be completed, in which the insured amount for the " work" section is at least equal to or higher than the amount of the agreed contract sum between the Client and the Contractor. An own risk of a maximum of EUR 25,000 per event applies to damage to the work, including the foundations.
The liability insurance and CAR insurance to be taken out by the Contractor must offer secondary cover for any subcontractors that may be engaged by the Contractor.
9.2 The liability insurances of the Contractor and any subcontractors, suppliers and/or third parties to be engaged by the same must in any event include the liability to the ultimate purchasers or users of the work or the delivered product after completion, regardless of where these purchasers or users function in a chain of resale and regardless of to whom these purchasers or users could be liable on whatever grounds.
9.3 When taking out the insurance as referred to in this Article, the Contractor shall stipulate that all damage shall be settled by the insurer in consultation with the Client and that compensation shall be paid to the Client. The damage reporting obligation rests with the Contractor.
9.4 If the agreement implies in full or in part that goods under whatever title are made available to or by the Client, the Contractor is obliged to, for the benefit of and to the satisfaction of the Client, take out an adequate insurance for these goods, which must in any event include the risk of loss, theft, damage, fire and legal liability.
9.5 At the first request of the Client, the Contractor shall allow access to the policy or policies concerned.
9.6 If the Contractor is co-insured under a policy of the Client, the Contractor is, in the event of damage caused by the Contractor, required to pay the policy excess when the claim is paid, or to compensate any damage not covered by the policy. Without prejudice to its liability towards the Client, a claim for cover shall arise from the Contractor at the expense of this insurance only after the Client has declared that it has no objection to the damage being processed, after the damage has been established and up to the amount that the Client has approved.

Article 10. Prohibition of transfer of rights and obligations
10.1 The Contractor is not authorised to have the Performance or a part thereof executed by a third party or to transfer its rights from the agreement, except with the written approval obtained from the Client.

Article 11. Prohibition of assignment
11.1 Without the prior written consent of the Client, the Contractor is forbidden to assign, pledge or otherwise transfer to third parties any claims that the Contractor has or shall obtain pursuant to the agreement.
11.2 If the Client gives written permission, the assignment, pledge or transfer shall not relate to the amounts that the Client is entitled to pay to the blocked account as referred to in Article 31 paragraph 5.

Article 12. Intellectual property rights and privacy
12.1 Data, models, drawings, images, calculations, working methods and procedures provided by the Client remain the property of the Client and may not be duplicated, copied or made available to third parties, nor made public, or be used in any other way than for the Performance by the Contractor.
12.2 Goods and working methods developed by the Contractor in cooperation with or at the request of the Client, become the property of the Client and may only be made available to third parties, or used for their own benefit, after written permission from the Client. The knowledge acquired by the Contractor in this development is exclusively available to the Client and will not be disclosed by the Contractor to third parties or used for its own benefit and/or for third parties, unless the Client has given written permission prior to such use. Insofar as is necessary and in advance, the Contractor irrevocably transfers the intellectual property rights to the Client, without charge, which transfer is subsequently accepted by the Client. If a deed or other formal action is necessary for the transfer or the note in relevant registers, the Contractor grants its unconditional cooperation therein, and the Client shall, respectively, irrevocably grant power of attorney to effect this transfer on behalf of the Contractor.
12.3 Insofar as intellectual property rights apply to the Performance delivered by the Contractor, of which the Contractor can prove that those already existed and were owned by the Contractor prior to the agreement coming into effect or that they were developed independently of (the execution of) the agreement, those intellectual property rights rest with the Contractor. The Contractor grants the Client a non-exclusive, perpetual, irrevocable, worldwide and transferable right of use in respect of such intellectual property rights for any purpose related to the Company or the activities of the Client. This right of use of the Client also includes the right to grant such right of use to its (potential) customers or to other third parties with whom it has relations in connection with the performance of its business.
12.4 The Contractor guarantees that the Performance shall not infringe the intellectual property rights (including copyright, patent right, design right, trademark right) of the Client and/or third parties. The Contractor indemnifies the Client against claims by third parties due to violation of these rights and, upon first request, compensates the resulting damage of the Client (including the costs of legal assistance).
12.5 In addition to the price it receives for the Client's assignment, the Contractor is not entitled to (additional) compensation for and in connection with the transfer of the rights referred to in this Article.

Article 13. Privacy
13.1 Insofar as the Client and the Contractor share personal data in the execution of the agreement, they shall reasonably comply with the requirements arising from the applicable privacy legislation, including the Personal Data Protection Act.
13.2 The Contractor shall make the technical and organisational arrangements to protect the personal data that the Contractor receives from the Client.
13.3 The Contractor guarantees that all data that it makes available to the Client has been obtained lawfully, that it does not constitute an infringement and that it has been made available to the Client lawfully.
13.4 The Contractor indemnifies the Client against any claims or actions by public authorities and/or individuals against the Client arising from any infringement by the Contractor and/or its data processor of third-party rights or obligations arising from applicable privacy legislation.
13.6 When processing personal data, the Contractor shall only act on the instructions of the Client and only for the purposes indicated by the Client.
13.7 The Contractor must notify the Client immediately, and in any event within 24 hours, if the Contractor:
a. receives a request for information, or an audit-on-inspection request from a competent public authority regarding the processing of personal data;
b. intends to provide personal data to a competent public authority; or
c. discovers or reasonably suspects that a data breach has occurred; or
d. receives a complaint or an (information) request from individuals, including requests to correct, delete or block personal data.

Article 14. Confidentiality
14.1 The Contractor undertakes to maintain confidentiality vis-à-vis third parties with regard to information on projects, including, but not limited to, all drawings, models, constructions, diagrams and other business information and know-how, in the broadest sense of the word, originating from the Client or its Principal of which the Contractor has been notified or has come to know pursuant to the agreement.
14.2 The Contractor is not allowed to communicate publicly about its involvement in a project of the Client without the prior written consent of the Client.

Article 15. Complete or partial dissolution
15.1 Without prejudice to the provisions of the other Articles of these general terms and conditions, in the following cases the Client has the right to dissolve the agreement in full or in part - without any notice of default or judicial intervention being required - in writing, without prejudice to its other rights, including the right to compensation for damages:
a. if one or more provisions of the agreement is not, is not timely or is not duly complied with;
b. if the Contractor offers its creditors an agreement, applies for bankruptcy or (provisional) suspension of payment or is placed under administration, management or receivership pursuant to a legal provision;
c. if the Contractor is declared bankrupt;
d. if the Contractor transfers, liquidates or stops (parts of) its company in full or in part;
e. If a prejudgment or executory attachment is filed on (part of) the property of the Contractor;
f. if the work entrusted to the Client is terminated in an incomplete state;
g. if the agreement between the Client and its Principal, which also includes the work entrusted to the Contractor, is dissolved.
15.2 In the event of full or partial dissolution, the Client shall, without prejudice to its right to compensation for damages, be entitled:
a. to return to it the goods already delivered but not, or no longer, to be used and/or the work already executed for the account of the Contractor or to demolish them respectively, and to recover the payments already made for these goods or this work respectively;
b. after written notification, to complete the agreement itself, or to have it completed by third parties for the account and risk of the Contractor.
15.3 The claims that the Client may have or obtain as a result of the dissolution of the agreement, including any claim for compensation for damages and costs, are immediately payable in full.

Article 16. Rules and regulations and permits
16.1 The Contractor ensures that the Performance complies with and that the work is carried out in accordance with all relevant rules and regulations.
16.2 The Contractor shall personally provide the required permits for the Performance.

Article 17. Obligations towards the Contractor's employees and indemnification
17.1 The Contractor shall:
a. comply with the following Dutch laws: Labour Act for Foreign Nationals (Wav), the Aliens Act, the Netherlands Posting of Workers by Intermediaries Act (WAADI), the Artificial Constructions (Bogus Schemes) Act (WAS) and the Assessment of Employment Relationships Deregulation Act (DBA);
b. lay down the contracts with employees in writing;
c. if requested, allow the Client and/or competent authorities access to the agreements with employees and assist in checks, audits or wage validations;
d. pass on the obligations referred to in this Article to its subcontractors and shall stipulate that its subcontractors include these provisions in all agreements with their subcontractors;
e. have a valid certificate of registration with the Tax Authority, a recent extract from the trade register at the Chamber of Commerce and, if Article 34 (hiring liability) or 35 (chain liability) of the Dutch Collection of States Taxes Act (1990) applies, the original G-account agreement. The Contractor must provide the Client with a copy of these documents before work commences in accordance with the agreement;
f. before commencement of work in accordance with the agreement and, in the event of changes to the data during the term of the agreement, prior to the relevant change, to the extent legally required and permitted, the data as referred to in the 2004 Implementing Regulations for the Liability of Recipients, Subcontractors, and Clients, including (but not limited to) the names and social security numbers, copies of valid identity documents, employment permits, residence permits, A1 declarations and professional competence certificates of all employees employed by it at the Client or Principal.
g. before commencing the activities, indicate which CLA is applicable and, at the request of the Client, provide the payslips for inspection, as well as observe the respective applicable CLA;
h. at the request of the Client and at least once a quarter, on its own initiative, provide an original declaration regarding its payment behaviour with the Tax Authority, as intended within the framework of the legislation and guidelines established within the scope of the hiring and chain liability;
i. conduct payroll administration in accordance with the applicable Wage Tax Act (1964), the Dutch Collection of States Taxes Act (1990), the Health Care Insurance Act and the Social Insurance (Funding) Act.
17.2 The Contractor must indemnify the Client against penalties and/or disciplinary actions imposed on the Client and/or Principal and/or third parties as a result of acts and/or omissions of the Contractor and/or the Contractors coming after it in contravention of the Labour Act for Foreign Nationals, the Aliens Act and the Netherlands Posting of Workers by Intermediaries Act.
17.3 The Contractor indemnifies the Client against any claims by the Tax Authority in connection with payroll taxes and turnover tax owed by the Contractor and/or any Contractors coming after it.

17.4 The Contractor indemnifies the Client against claims by its employees on the grounds of the applicable rules and regulations and/or collective labour agreement and fines relating to non-compliance with the applicable rules and regulations and/or collective labour agreement, including also claims by employees within the scope of the Artificial Constructions (Bogus Schemes) Act.

Article 18. Cooperation
18.1 The Contractor is obliged to only deploy employees at the Client or Principal who, prior to or during the activities, cooperate fully with the inclusion of data in the Client's administration to avoid or limit the claims and fines referred to in Article 19. If an employee does not cooperate, the employee in question will not have access to the place where the activities are carried out or will be removed from it.
18.2 The Contractor is obliged to only deploy employees at the Client or Principal who can show their proof of identity upon first request prior to or during the activities. If an employee is unable to show his or her proof of identity, the respective employee will not have access to the place where the activities are carried out or will be removed from it.
18.3 The Contractor and its employees are obliged to cooperate fully with any inspection carried out by the Client or the Principal, by either engaged third parties and/or supervisory (government) institutions.

Article 19. Dispute settlement: applicable law
19.1 The agreement is governed exclusively by Dutch law. The applicability of the Vienna Sales Convention (CISG), as well as any other international regulations for which exclusion is allowed, are expressly excluded.
19.2 Any disputes which may arise between Parties in connection with or pursuant to an agreement concluded between them, including those disputes which are regarded as such by only one of the Parties, shall, at the Client's discretion, be resolved in the first instance by either the competent court in Breda, or the authority that is also competent to take cognisance of disputes between the Client and its Principal, or the Raad van Arbitrage voor de Bouw (Arbitration Board for the Building Industry).
Before filing a dispute, the Contractor shall enquire about the Client's preferred body to resolve the dispute. The foregoing shall not affect the competence of both Parties to claim a preliminary injunction in summary proceedings before the preliminary relief judge of the court in Breda.

Article 20. Final provisions
20.1 The provisions of these general terms and conditions do not affect the Client's rights on the grounds of the law.
20.2 Headings above the Articles are only intended to increase the readability of these general terms and conditions and are not a means of interpretation.
20.3 Provisions from the agreement and these general terms and conditions which, by their nature, are intended to remain in force even after the agreement has been terminated, retain their validity after the agreement has been terminated.

PART 2. SPECIAL PART

SECTION A: PURCHASING TERMS AND CONDITIONS
(only applicable to the delivery of goods and works)

Article 21. Prices, delivery time and method of delivery
21.1 All prices are fixed and not deductible. The prices are ex works and include all costs for packaging, loading, transport, unloading of goods and insurance costs.
21.2 Deliveries must be made at the time and place laid down in the agreement, unless the Client has agreed in writing to another time or address. The deadlines agreed are fatal.
21.3 The Contractor is liable towards the Client for any penalties or discounts given to the Client by the Principal and/or the project supervisor for late delivery of (parts of) the Performance as a result of delay in delivery of goods attributable to the Contractor. The Client has the right to recover these penalties or discounts from the Contractor, possibly by deducting them from the payments that the Client still owes the Contractor.
21.4 Without prejudice to the right of the Client, at its own discretion and assessment, to claim fulfilment of the agreement with compensation for damages, the Client has the right if the delivery (or deliveries) does (or do) not take place at the agreed time by way of the agreed timetable, to dissolve or terminate the agreement, without being obliged to pay compensation for damages and costs.

Article 22. Transfer of ownership
22.1 Ownership of the goods delivered is transferred to the Client as soon as the goods delivered at the agreed place of delivery have been received by the Client. The goods delivered are at the risk of the Contractor until they have been received by the Client. Breakage and/or damage caused during transport, loading and/or unloading and stacking shall be for the account of the Contractor, unless it is demonstrated that the damage was caused by the fault of (the employees of) the Client.
22.2 The delivery shall first be deemed to have been accepted by the Client once the delivery has been approved. Up to one month after the date of delivery, the Client and/or its Principal and/or the management of the works have the authority to reject the delivered goods, so that all other terms within which complaints must be made to the Client do not apply.
22.3 In cases in which it has been agreed in writing that the ownership of the goods already transfers before delivery, the Contractor shall ensure that the goods are kept with due care and diligence for the Client and that they are individualised and characterised as being the property of the Client in a manner that is recognisable to third parties. Such a transfer of ownership does not imply approval of the goods to be delivered or manufactured.
22.4 In the event of rejection, the Client shall immediately inform the Contractor of this. The Contractor shall remove rejected goods for its own account upon first request. If the rejected goods are not removed, the Client shall be entitled to return these for the account and at the risk of the Contractor.
22.5 In the event of rejection of delivered goods by the Client, these goods shall remain the property of the Contractor and the risk shall also be deemed to have remained with the Contractor and therefore never have been transferred to the Client. In that case, the Client shall not be obliged to fulfil its obligations arising from the agreement. In that case, the Contractor shall credit the Client for amounts already charged and shall immediately reimburse the Client for amounts already paid by the Client.
22.6 Without prejudice to the right of the Client, at its own discretion, to (partially) dissolve or terminate the agreement and to claim any compensation for damages, the Client shall, after rejection, be entitled to demand delivery, within a period to be set by it, of new goods that do meet the approval requirements, without being obliged to pay any additional compensation.

Article 23. Invoicing and payment
23.1 Payment is made in the manner stipulated in the agreement and according to the progress of the deliveries to be made, subject to approval of the delivery and receipt of all accompanying documentation, quality and warranty certificates and of the relevant invoices. Payment by the Client of the approved goods delivered does not release the Contractor from any warranty and/or liability as they arise from the agreement or the law.
23.2 The invoices to be sent by the Contractor to the Client must comply with the requirements set out in or pursuant to the Dutch Turnover Tax Act of 1968.
23.3 Payment of each invoice shall be made within 60 days after receipt and approval without observance of any credit limitation.
23.4 The Client is always entitled to set off claims on any grounds whatsoever, whether or not due and payable, or under time determination or condition, against what it owes the Contractor.
23.5 Before making any payment, the Client is authorised, in addition to or instead of transfer of ownership of the purchased goods or (further) execution of the assignment, to demand that the Contractor issues an unconditional and irrevocable bank guarantee for its own account as security that its obligations will be met.

SECTION B: SUBCONTRACTING TERMS AND CONDITIONS
(only for subcontracting)

Article 24. Obligation to warn
24.1 Before executing the Performance, the Contractor must investigate and warn the Client of any unsuitability of the situation that it encountered at the commencement of the execution of its Performance, including the unsuitability of the subsoil and other works and goods on which, to which or in which the materials that are part of the Performance must be installed or processed and which do not come from the Contractor.
24.2 After the execution of the Performance has commenced, any unsuitability of the situation found shall be for the account and risk of the Contractor.

Article 25. Recipients and subcontractors liability
25.1 Before the commencement of the execution of the agreement - and in the event of a change in the data during the execution of the agreement prior to the relevant change - to the extent legally required and permitted, the Contractor shall provide the Client with the data (as referred to in the legislation established in the context of recipients and subcontractors liability, guidelines and implementing rules) of all the Contractor's employees .
25.2 If - with due observance of the provisions of Article 10 - the Contractor outsources all or part of the execution of the agreement to a third party, as well as if, for the execution of the agreement, it uses the labour force made available, the Contractor is responsible for strict compliance with the regulations applicable to the Contractor as referred to in these general terms and conditions, the agreement and the law by the subcontractors employed by the Contractor and the labour force made available. Insofar as non-compliance with these requirements would result in the Client being held liable by third parties, the Contractor indemnifies the Client against all consequences thereof.
25.3 The Client shall at all times be entitled to pay to the Contractor the social security law contributions, wage tax and national insurance contributions due in respect of the Performance, for which it is jointly and severally liable pursuant to Article 35 of the Dutch Collection of States Taxes Act (1990), by deposit into its blocked account in the sense of the Act (the G account). In the event that Article 34 of the Dutch States Taxes Collection Act applies and in the event that turnover tax is charged, the Client shall be entitled to pay the turnover tax due by means of a deposit to the G-account. The Contractor shall ensure that a G account is available.
25.4 If the Client can reasonably conclude that, in respect of the Performance, the Contractor will be liable for a higher amount of social security law contributions, wage tax and national insurance contributions than the percentage laid down in the agreement, the Client can unilaterally change that percentage.
25.5 If the Client is held liable and is therefore obliged to pay unpaid (advance) premiums, social insurance contributions, taxes and/or penalties, the Client reserves the right to recover from the Contractor the entire amount, to be increased by statutory interest as from the time of payment. The Contractor shall pay the fee to the Client upon first request.
25.6 If the Contractor and/or subcontractors can no longer meet their payment obligations under the law, the Contractor must inform the Client within five working days from the day on which the inability to make payment arose, failing which the Contractor is in default by operation of law towards the Client. The Client shall then be entitled, without requiring any notice of default or judicial intervention, to dissolve the agreement in full or in part, without prejudice to its right to compensation and recourse.

Article 26. Assignment and prices
26.1 Every agreement is concluded subject to continuance of the work and approval by the Principal and/or the Client's project supervisor, as well as subject to the materials and/or work stated in the assignment actually being applied or carried out.
26.2 Unless expressly agreed otherwise in writing, the prices quoted by the Contractor are fixed. Changes in prices, wages, social charges, taxes and other cost-increasing factors, including risks and other circumstances that did not need to be taken into account when the agreement was established, cannot be set off, unless there is an express provision to the contrary in the assignment and in that case in the manner indicated therein, regardless of any provisions in this regard in the specifications.
26.3. To the extent that the assignment does not provide for any activity, which by its nature is included in the assignment, or if, during the execution of the assignment, further requirements are laid down by public authorities, public services or public utilities, the Contractor is obliged to perform this activity or to execute these requirements, without this giving any claim to any set-off.

Article 27. Execution
27.1. The Contractor shall personally be responsible for the means and equipment required to perform the assignment, including tools, work clothing and safety equipment. To the extent that electricity, light, water or crane assistance is made available by or on behalf of the Client, the Client is entitled to charge the Contractor for this.
27.2 The Contractor is obliged to repair all defects, including the damage that is the result of these defects, which are revealed on completion – and in the case of phasing of the work, on the respective partial delivery – as well as in the maintenance period, at the first request of and in consultation with the Client within a period to be set by the Client.
27.3. Work shall only be regarded as completed after written approval by the Client and its Principal and shall be at the risk of the Contractor until that time. The maintenance or warranty period in this regard first commences and ends at the point in time that applies to such activities in the relationship between the Client and its Principal, regardless of any provisions in the specifications in this regard.

Article 28. Changes, additional or reduced work

28.1 The Contractor shall only be entitled to claim payment for the financial consequences of a change and/or for the related postponement of the completion or delivery date and/or agreed milestones if and insofar as it has informed the Client in good time of the necessity of a resulting price increase as a result of the change, including the financial consequences and the related postponement, and the same has been agreed in writing.

28.2 Changes in the dimensions within the main dimensions do not give rise to additional or reduced work. Activities arising from omissions or ambiguities in the contract documents referred to in the agreement are presumed to be included in the assignment and do not give rise to offsetting of additional and/or reduced work.

28.3 Activities resulting from changes to the requirements employed by or on behalf of public authorities, public services and public utilities, including all safety rules and instructions, and which take place after signing the agreement, shall not give rise to offsetting of additional and/or reduced work.

28.4 Payments for additional work shall take place only after the Principal has accepted that additional work and the Client has received payment for that additional work.

28.5. The Contractor may only refuse to make a change at the Client's request if the implementation of the change:

a. involves an unacceptable disturbance in accordance with the standards of reasonableness and fairness,

b. results in the execution of the Performance, or

c. would oblige the Contractor to carry out activities that
exceed its technical knowledge and/or capacity, or

d. endanger the safety of the project or persons.

28.6 If the Contractor makes a change proposal, it must add at least the following to this proposal:

a. a description of the change and the way in which it intends to bring it about;

b. an insight into the extent to which the change will lead to a change of the completion or delivery date and any agreed milestones;

c. an insight into the financial consequences.

28.7 The Client may attach conditions to its approval of a change proposed by the Contractor.

Article 29. Payment

29.1 Payment is made in accordance with a payment schedule to be drawn up by the Contractor and to be approved by the Client, depending on the progress of the activities and only if:

a. The Contractor has completed to the Client's satisfaction the work or part thereof to which a (term) payment relates and this work has been approved by the Client,

b. the relevant invoice has been received by the Client; and

c. By means of documents, the Contractor has demonstrated to the Client that it has paid the employees who have executed the agreement their share and - unless the agreement stipulates that the Dutch States Taxes Collection Act (1990) does not apply to this - that the Contractor has paid the social security and income tax contributions owed to these employees or makes it sufficiently plausible that these obligations will be met.

29.2 The Client shall make the payments within 60 days after the time that all conditions described in the previous paragraph have been met. The Client is always entitled to set off claims against the Contractor on any grounds whatsoever, whether or not due and payable or subject to time determination or condition, against what it owes the Contractor.

29.3 Payment by the Client does not imply any acceptance and/or approval of the work performed and does not affect its other rights directly or indirectly arising from the agreement.

29.4 Within 15 days after the month of the end of the activities, the Contractor shall submit its invoice to the Client for that to which it is still entitled. Payment shall not be made earlier than after Contractor has fulfilled its obligations arising from the agreement. Thereafter, offsetting shall be excluded from the agreement.

29.5 Payment of the invoice of the last term, including the maintenance term, shall take place no earlier than after the work has been completed and the Client has signed an official report of completion. If it is stipulated in the agreement that the work will be completed in phases, payment of the last term will not take place before all contractual obligations relating to the phase of the work have been fulfilled, including any obligation to issue revised drawings and/or warranty declarations and an official report of completion of the phase has been signed by the Client.

Article 30. Recourse

30.1 If, after being held liable for unpaid taxes and contributions by the Contractor or subcontractors coming after it, the Client has had to pay these taxes and contributions, the Client has the right to recover from the Contractor the entire amount, without prejudice to its statutory rights of recourse against third parties. The Client's claim is increased by the statutory interest.

30.2 If the Contractor and/or subcontractor(s) coming after it has/have had to pay these taxes and contributions in connection with the non-payment by subcontractors coming after it, no recourse can be obtained from the Client. The Contractor must include these provisions in subcontracting agreements to be concluded by it.

30.3 If the Client, called upon to that end by the Contractor's employees, has fulfilled its obligations vis-à-vis the Contractor's employees in accordance with the applicable CLA, the Client has the right to recover from the Contractor the amount that the Client has paid in this regard, increased by the statutory interest.

Article 31. Sustainability and CSR

31.1 The Contractor is presumed to duly respect all relevant rules and regulations in its business operations in general and in the execution of the agreement in particular, which expressly include, but are not limited to, provisions relating to competition, the environment and working conditions. Furthermore, the Contractor shall endeavour to make a contribution to corporate social responsibility (CSR).

31.2 The Contractor must proactively work to point out to and support the Client in achieving and preferably exceeding its sustainability objectives, namely in the areas of CO2 emission reduction, energy management, environmental management, integrity and fair trade. At the Client's request, the Contractor shall cooperate at its own expense in making sustainability aspects relating to a purchase order or agreement transparent. This may relate in particular to a current CO2 emission inventory.

31.3 If the Client requires a CO2 emission inventory ("CO2 footprint"), the Contractor shall provide the requested information or provide information in this regard at least once a year whenever the Client so requests. Preferably, the CO2 footprint must be verified by a certified body. If the Client requires other or additional information in the context of corporate social responsibility, the Contractor shall also assist in this.

Article 32. Laws, regulations, permits, other

32.1 The Contractor undertakes to comply with and observe all conditions, specifications, provisions, regulations and orders relating to the parts of the work to be carried out by it, as the Client would have to comply with the same and observe them, if it were to carry out this part of the work itself. The Contractor shall compensate the Client for any damage caused by non-compliance with this and indemnify the Client against third-party claims in this regard.