

GENERAL TERMS AND CONDITIONS OF PURCHASING, CONTRACTING AND SUBCONTRACTING VERENIGING ION

These General Terms and Conditions of Purchasing, Contracting and Subcontracting published by Vereniging ION, filed with the District Court of Central Netherlands under number 206/2014, on 7 November 2014.
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Article 1: Applicability

- 1.1. The Client is the individual or legal person using these Terms and Conditions of Purchasing. The other party is referred to as the Contractor. In these Terms and Conditions, "the work" is also understood to mean performing services.
- 1.2. Articles 1 through 16 of these Terms and Conditions apply to all offers made to the Client and agreements concluded with the Client and to all agreements that could ensue from these. If these offers or agreements pertain to contracting or subcontracting of work and/or performing services, then Articles 17 through 22 of these Terms and Conditions also apply.
- 1.3. Any deviations from these General Terms and Conditions of Purchasing, Contracting and Subcontracting only apply if confirmed by the Client to the Contractor in writing.
- 1.4. In the event of any conflict between the substance of the agreement concluded between the Client and the Contractor and these General Terms and Conditions, the provisions of the agreement will prevail.

Article 2: Offers and conclusion of agreements

- 2.1. Requests for offers made to the Contractor and are merely an invitation to the Contractor to make an offer.
- 2.2. The Contractor must warn the Client about manifest errors or contradictions in the request for offers.
- 2.3. Any costs in connection with making an offer or giving a quotation, including the costs of advice, drafting and the like, incurred by or on behalf of the Contractor will not be compensated by the Client.

Article 3: Delivery period and fine

- 3.1. Agreed delivery and/or performance periods constitute deadlines. If the Contractor exceeds a delivery and/or performance period, it is in default by operation of law. As soon as the Contractor knows or should know that the agreement will not be performed, or not in good time or not properly, it will immediately inform the Client.
- 3.2. The Contractor is liable for all damage suffered by the Client as a result of the delivery and/or performance period being exceeded as referred to in Article 3.1.
- 3.3. For each day of delay in the delivery or completion, the Contractor forfeits to the Client an immediately exigible fine of 1% of the total amount of the order with a minimum of € 250, up to a maximum of 10% of the total amount of the order.
- 3.4. The fine referred to in Article 3.3 may be claimed in addition to replacement and supplementary damages pursuant to the law. The Client is entitled to set off this fine and/or damages against amounts owed to the Contractor.

Article 4: Prices

- 4.1. The prices stated in the offer are based on "Delivered Duty Paid" at the agreed location, in accordance with the Incoterms 2010. All prices are fixed, exclusive of VAT, and include proper packaging.
- 4.2. Price increases are and will be at the Contractor's expense, including after the agreement has been concluded. This is irrespective of the period that has passed since the date of the conclusion of the agreement and its performance.
- 4.3. The same price as with the original assignment applies to repeat orders from the Client in connection with shortages in the performance of the project.

Article 5: Transfer of risk and title

- 5.1. Delivery is made "Delivered Duty Paid" at the agreed location, in accordance with the Incoterms 2010.
- 5.2. If the prices are agreed "ex works" and the Contractor nevertheless provides the transport or has transport provided, the risk of loading and transport is at the Contractor's expense.
- 5.3. If the items are collected by or on behalf of the Client, the Contractor must provide assistance during the loading without charging costs for this.
- 5.4. In the event that the Client pays (part of) the price before the items are delivered, title to the items and all materials, raw materials and semi-finished products to which the payment pertains transfers to the Client.

Article 6: Inspection, approval and delivery

- 6.1. The Client, its principal and the work's management are entitled at all times to inspect or approve the items ordered or delivered and/or the work (in progress). In that event, the Contractor shall provide the facilities that may reasonably be expected to that end.
- 6.2. The costs of the approval mentioned in Article 6.1 are at the Contractor's expense if these items/the work are/is rejected by the Client and/or its principal and/or the work's management. Inspection to which the Contractor does not release the Contractor from any guarantee or liability ensuing from these Terms and Conditions, the agreement or the law.
- 6.3. With each delivery, the Contractor must include a packing list that clearly states at least the quantity and the nature of the items. The Contractor must also comply with all other requirements imposed by the Client, such as packaging instructions and safety requirements.
- 6.4. The Client is authorised to change the location or the time of delivery. The Contractor hereby transfers these rights in advance to the Client. The Contractor is obliged, provided that these costs are approved by the Client in writing in advance.

Article 7: Rejection

- 7.1. If the items or the work delivered by the Contractor does not satisfy the requirements described in the assignment and/or specifications, the Client is entitled to reject the same. Taking receipt of items and/or payment of the items or the work does not entail acceptance of the same. Irrespective of any approval, the items and the work continue to be at the expense and risk of the Contractor.
- 7.2. If the Client rejects the items and/or the work delivered, the Contractor is obliged, within a term to be determined by the Client, to:
 - provide for repair free of charge or, at the Client's discretion;
 - provide for replacement items free of charge and/or yet provide (or procure) the work in accordance with the agreement.
- 7.3. If the Contractor fails to meet its obligation mentioned in Article 7.2, or fails to do so in time to the Client's satisfaction, the Client is entitled to perform the activities mentioned in Article 7.2 personally or procure them from a third party. The Client is entitled to set off the costs incurred against amounts owed to the Contractor.

Article 8: Intellectual Property Rights

- 8.1. "Intellectual Property Rights" are understood to include copyrights, data bank rights, design rights, trademark rights, patent rights, or the right to obtain these Intellectual Property Rights by means of application, filing, registration or otherwise.
- 8.2. "Intellectual Property Rights on the work" are all intellectual property rights on the work, on items and on resources such as drawings, designs, moulds, matrices and tools, created upon or for the purposes of the performance of the agreement between the Contractor and the Client.
- 8.3. All Intellectual Property Rights on the work accrue to the Client. The Contractor hereby transfers these rights in advance to the Client to the extent possible and shall immediately perform any additional acts necessary for the transfer at the Client's first request.
- 8.4. The Client owes no fee to the Contractor for the (transfer of the) Intellectual Property Rights on the work.
- 8.5. The Contractor waives the personality rights mentioned in Article 25(1)(a) of the Dutch Copyright Act. In so far as this pertains to the Contractor's own personality, their name, image, the Contractor furthermore waives the personality rights mentioned in Article 25(1)(b) and (c) of the Dutch Copyright Act. The Contractor will not invoke the authority granted in Article 25(4) of the Dutch Copyright Act.

- 8.6. The Contractor warrants that the items it is to deliver to the Client, the activities it is to perform and the Intellectual Property Rights on the work do not infringe rights of third parties, including Intellectual Property Rights, and indemnifies the Client against all claims based on all rights. The Contractor shall compensate the Client for all damage resulting from any infringement.

Article 9: Confidentiality

- 9.1. All designs, design data, drawings and other documents, etc. provided by the Client to the Contractor, as well as know-how that the Contractor learned via the Client, are confidential and will not be used by the Contractor for any purpose other than performance of its obligations ensuing from the agreement with the Client.
- 9.2. The data mentioned in Article 9.1 will not be disclosed or replicated by the Contractor, except after written consent from the Client. If the Contractor is to supply the confidential information provided to the Contractor to its employees for the performance of the agreement, the Contractor is obliged to ensure that its employees concur with the confidentiality obligation as referred to in this article on the date of the information made available by the Client.
- 9.3. If the Contractor is to make the data referred to in Article 9.1 known to one or more third parties for the performance of the agreement, it undertakes to impose a confidentiality obligation as referred to in this article on these third parties.
- 9.4. The Contractor will forfeit to the Client an immediately exigible fine of 10% of the total amount of the order with a minimum of € 50,000 if the Contractor violates one or more of the foregoing obligations.
- 9.5. The fine referred to in Article 9.4 may be claimed in addition to replacement and supplementary damages pursuant to the law. The Client is entitled to set off this fine and/or damages against amounts owed to the Contractor.

Article 10: Non-competition clause

- 10.1. Subject to prior written consent from the Client, the Contractor shall refrain from giving quotations and/or making offers to the Client under any circumstances, irrespective of whether or not payment has been made for them.
- 10.2. The Contractor shall refrain from entering into the work, either directly or through a third party.

Article 11: Resources

- 11.1. All resources, such as drawings, designs, moulds, matrices and tools, that are made available by the Client to the Contractor for the performance of an agreement or that the Contractor has made or had made specifically within the context of the agreement with the Client, are or will be owned by the Client under any circumstances, irrespective of whether or not payment has been made for them.
- 11.2. All resources and all copies made of these are to be made available or returned to the Client, as the case may be, at first request.
- 11.3. As long as the Contractor is in possession of the resources, the Contractor must indelibly mark them to indicate that they are the Client's property. The Contractor shall point out the Client's title to all third parties seeking recovery from these resources.
- 11.4. Without prejudice to the provisions of Article 9 of these Terms and Conditions, the Contractor shall only use the resources referred to in this article for the performance of deliveries and activities on behalf of the Client and will not show them to third parties unless the Client has given express written consent to do so. The Contractor bears the risk of loss or damage and is required to insure this risk at its own expense.

Article 12: Liability

- 12.1. The Contractor is liable for all direct or indirect damage caused by a breach or unlawful act by the Contractor, its subsidiaries or its agents. This includes all damage caused by the presence and/or use of items that the Contractor has involved in the performance of the agreement.
- 12.2. The Contractor shall completely indemnify the Client against third-party claims for damages as referred to in the first paragraph.

Article 13: Insurance

- 13.1. The Contractor shall, if requested to do so and to the Client's satisfaction, demonstrate that it has taken out sufficient insurance at its own expense that covers any damage suffered by the Client as a result of acts and omissions by the Contractor and/or contracted third parties.

Article 14: Guarantee

- 14.1. The Contractor guarantees that the items delivered or completed and the work are of good quality, free of defects, and that the principal that manufacturing defects and that they satisfy the agreement, for a period of 60 months after they are put into use unless otherwise agreed. In the event that the items delivered or completed or the work is not put into use within 12 months after delivery or completion, the guarantee applies for a period of 72 months after delivery or completion.
- 14.2. The Contractor shall immediately and in consultation with the Client repair all defects in the items and/or the work discovered during the guarantee period or, at the Client's discretion, replace the defective items or (parts of) the work.
- 14.3. The Contractor bears all costs that are related to the repair of the defect or the replacement of the items and/or the work. This also includes the costs for putting the items and/or the work into use after said repair or replacement. If the items and/or the work belong to a larger object, the costs for putting this larger object into use are also at the Contractor's expense.
- 14.4. If the Contractor remains in default of satisfying its guarantee obligation included in this article, the Client is entitled to perform the guarantee activities itself or to have these performed by third parties, at the Contractor's expense and risk. The Client may set off the costs thus incurred against amounts owed to the Contractor.

Article 15: Payment

- 15.1. Payment is made to the extent possible within the agreed payment period, unless the Client submits a complaint about the quantity and/or quality of the items delivered after receipt of the items, including the accompanying documents.
- 15.2. In the event of payment in advance or in instalments, the Client is entitled to request sufficient security for performance from the Contractor to the Client's satisfaction. If the Contractor does not comply with that request within the period set, it will immediately be in default. In that event, the Client is entitled to cancel the agreement and recover its damage from the Contractor.
- 15.3. The Client is entitled at all times to a setoff of the parties' mutual claims.
- 15.4. The Client reserves the right to pay the social security contributions and payroll tax owed by the Contractor in respect of the work, for which it is liable pursuant to the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act, to the Contractor through deposit in the Contractor's escrow account or into the Tax Collector's custody account.
- 15.5. Without prejudice to the provisions of the previous paragraph, the Client is entitled at all times to withhold the amounts for social security contributions and payroll tax referred to above from the (sub-)contract sum and pay these directly to the Tax Collector on the Contractor's behalf.

Article 16: Health and safety

- 16.1. The Contractor endorses the European "REACH" Regulation No 1907/2006 of 18 December 2006 concerning the registration, evaluation, authorisation and restriction of chemicals, as well as the European "EU-GHS" Regulation (EC) with number 1272/2008 on the classification, labelling and packaging of substances and mixtures, with the objective of protecting human health and the environment through better and timely identification of the intrinsic properties of chemical

substances. The entire text of the Regulations can be found on the European Union's website: www.eur-lex.europa.eu.

- 16.2. When using a chemical substance, the Contractor shall satisfy the requirements prescribed by the REACH Regulation, including, but not limited to:
 - a. ensuring timely registration of the substance with the European Chemicals Agency;
 - b. only supplying and using those substances that:
 - have been properly authorised for the Client's intended use of the substance;
 - satisfy the measures as imposed by the REACH Regulation.
- 16.3. The Contractor shall inform the Client of any change in the application of the REACH Regulation in respect of the substance (such as a ban on the use of a substance) and of the options that can replace substances.
- 16.4. The Contractor shall supply the substance packaged as prescribed by the UN Globally Harmonized System of Classification and Labelling of Chemicals (GHS). The delivery will be accompanied by corresponding product information, with due observance of the requirements in the REACH Regulation in that respect.
- 16.5. If and in so far as REACH so prescribes, the Contractor must supply the accompanying safety data sheet. This safety data sheet must satisfy the requirements from REACH, irrespective of the origin of the product. (For volumes of more than 1000 kg, Safety Data Sheets (SDS) are required.)
- 16.6. In addition, the Contractor is obliged to inform the Client if SVHC substances (which are high-risk substances: "substances of very high concern") as defined in the Regulation are present at a concentration of more than 0.1% w/w (weight by weight).
- 16.7. If the Contractor wants to change the ingredients and/or technical properties of the substance, or the delivery or the use of the substance itself, the Contractor shall inform the Client of any such change at least six months in advance.
- 16.8. The Contractor indemnifies the Client completely and unconditionally against any liability, claim, damage, loss and/or costs, including extrajudicial and procedural costs, or legal measures lodged in respect of the Client or suffered in connection with or ensuing from (possible) violations of the rules from REACH and/or EU-GHS, directly or indirectly caused by the Contractor through the violation of this article and/or one or more of the aforementioned articles.

Article 17: Applicable law and choice of forum

- 17.1. The law of the Netherlands applies.
- 17.2. The Vienna Sales Convention (C.I.S.G.) does not apply, nor do other international regulations the exclusion of which is permitted.
- 17.3. Disputes will be heard exclusively by the Dutch civil court with jurisdiction over the place of the Client's registered office, unless this is contrary to mandatory law. The Client may deviate from this rule of jurisdiction and apply the statutory rules of jurisdiction.
- 17.4. The parties may agree on another type of dispute settlement, such as arbitration or mediation, for example.

CONTRACTING AND SUBCONTRACTING/SERVICES

Article 18: Prohibition against assignment/pledge

- 18.1. The Contractor is prohibited from assigning, pledging or transferring ownership of, under any title, its claims in respect of the Client ensuing from the agreement without the Client's consent.

Article 19: Contractor's obligations

- 19.1. The Contractor must:
 - a. have valid proof of registration with the relevant Employee Insurance Agency (UWV), in so far as this institution is required for the Client's assignment; the Contractor must show this proof of registration to the Client upon request;
 - b. provide the Client with a recent (no more than three months old) extract from the Trade Register of the Chamber of Commerce;
 - c. submit to the Client a list of all employees to be assigned to the work and a copy of a valid identification document for each employee, once (before the employee commences working), and payroll records if so requested;
 - d. submit to the Client a register of man days, stating for each of the Contractor's employees their name, address and postal code, Citizen Service Number, date of birth and the number of hours worked;
 - e. strictly comply with all obligations in respect of the employees engaged by the Contractor;
 - f. strictly satisfy all statutory obligations to pay social security contributions, as well as payroll tax, relating to the work assigned to it, and furthermore strictly comply with the relevant collective bargaining agreement;
 - g. periodically automatically provide a statement concerning its payment of payroll tax and contributions, as referred to in the guideline(s) set within the context of the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act;
 - h. if so requested, draw up weekly reports according to a form approved by the Client and submit these weekly reports, completed and signed, to the Client each week for approval;
 - i. if the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act applies, organise its records in such a way that the following documents and data can be found in them immediately or almost immediately:
 - the agreement or its contents pursuant to which the Contractor has performed the performance supplied by it to the Client;
 - the data regarding the performance of that agreement, including a registration of the individuals engaged and the days/hours during which those individuals performed activities;
 - the payments that have been made in connection with said agreement;
 - provide to the Client if so requested all information for its records and/or for its principal's records, free of charge;
 - k. if the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act applies, have access to the original escrow-account agreement and show it to the Client at its request, unless the parties have agreed that the Client will deposit directly into the Tax Collector's custody account pursuant to Article 15.4.
- 19.2. In the event that the Contractor has not or not yet satisfied its obligations from paragraph 1, the Client will only be required to pay after receiving the missing data and processing it in its records and/or the Contractor's performance of any other obligations.

Article 20: Organisation of the work

- 20.1. The Contractor is obliged to follow only the orders and instructions given by the Client.
- 20.2. The Client is authorised to deny the Contractor's employees access to the work or to remove them or have them removed, for example due to unsuitability, disturbance of the peace, misconduct, etc., without further compensation of any damage suffered by the Contractor as a result.
- 20.3. The working hours and break times at the work are the days of rest, holidays, vacation days or other days off recognised generally or at the location of the work and/or prescribed by the government or pursuant to a collective bargaining agreement also apply to the Contractor and the members of its personnel performing activities at the work. Any ensuing damage for the Contractor cannot be recovered from the Client. The latter also applies if use cannot be made of the Contractor's services due to a strike or other causes at the Client's location.
- 20.4. Unless agreed otherwise, the Contractor must ensure that a permanent foreman is present at the work from the commencement of the activities up to and including the completion with whom both organisational and technical ar-

rangements can be made. The foreman's name must be known to the individuals or institutions designated by the Client.

- 20.5. The Contractor must provide its employees with the correct personal protective equipment and oversee their (proper) use. All ensuing costs are at the Contractor's expense.
- 20.6. All necessary insurance and the excess of any CAR policy taken out for the work are at the Contractor's expense.
- 20.7. The Contractor is to provide a sufficient number of personnel to ensure that the performance of the activities is completely in line with the time schedule determined by the Client and must be such that other activities do not stagnate. In the event that the Client changes the time schedule/progress, the Contractor is required to adjust accordingly. Changes in the number of personnel are only permitted with the Client's consent.
- 20.8. As prescribed by the Dutch Civil Liability Insurance (Motor Vehicles) Act (WAM), the Contractor is required to ensure that the work equipment it uses that is subject to the WAM is insured. In respect of equipment subject to the WAM rented by the Contractor, the Contractor must ascertain that this equipment satisfies the aforementioned insurance obligation. In addition, the Contractor must have taken out adequate insurance to cover the risk of work-related damage associated with the equipment it uses that is subject to the WAM.
- 20.9. Regarding cables, pipes and other third-party property above and below the ground, the Contractor is required at all times to determine their location. The Contractor must immediately inform the Client of any damage.
- 20.10. Necessary equipment such as scaffolding, aerial platforms, lifting equipment and smaller equipment, including hand tools, measuring equipment, mobile scaffolds, ladders, stairs, etc., is provided by the Contractor and is included in the price total.
- 20.11. If activities need to be performed on or to parts of the work already completed, such as plastered walls, tiling, painted surfaces, etc., the Contractor must take protective measures to prevent damage and/or contamination. Damage and/or contamination discovered after or during the work is deemed to have been caused by the Contractor.
- 20.12. After termination of the activities, the Contractor must deliver the work swept clean and leave the construction site tidy.

Article 21: Invoicing

- 21.1. Without prejudice to the provisions of Article 19.2, the Client will only approve an invoice for payment once the work or the part to which an instalment pertains has been satisfactorily completed by the Contractor and, in addition, the invoice meets the applicable formal requirements as stated in Article 21.2.
- 21.2. The invoice must satisfy the statutory requirements as prescribed in the Dutch Turnover Tax Act. The Contractor must clearly and comprehensively state the following information in any event:
 - a. the date of issuance;
 - b. a serial number with one or more series, making the invoice unequivocally identifiable;
 - c. the Client's name and address;
 - d. the Contractor's name and address;
 - e. the agreement number;
 - f. the work and performance location(s) to which the invoice pertains;
 - g. the time period and performance to which the invoice pertains;
 - h. the number of man-hours worked, the level of the wage costs and (separately) the payroll tax percentages of the wage sum if the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act applies;
 - i. an indication of whether or not the deferment scheme in respect of the turnover tax applies and, if so, the amount of the turnover tax;
 - j. the VAT identification number of the contractor providing the delivery or the service;
 - k. the Client's VAT identification number if the VAT payment is deferred to the Client;
 - l. the invoice amounts, divided per rate and subsequently subdivided in unit prices, and any discounts applied.

Article 22: Laws and regulations

- 22.1. The Contractor must comply with all applicable laws and regulations, rules, terms and conditions and provisions, as well as all rules and terms and conditions that apply to these activities by virtue of the agreement concluded by the Client with its Client.
- 22.2. The Contractor shall provide for any permits required and safety measures to be taken in connection with the delivery to be performed and the performance of the work it has accepted.

Article 23: Performance by third parties

- 23.1. The Contractor may not transfer or outsource the assignment or any part thereof, or the performance thereof, to a third party without prior written consent from the Client.
- 23.2. When the Contractor assigns the work or a part thereof to a third party, it must immediately draw up a written agreement of this. The terms and conditions of that agreement must correspond with the agreement concluded for the activities between the Client and the Contractor, in which the Contractor and the third party assume the legal positions of client and contractor, respectively.
- 23.3. Transfer/outourcing does not affect the Contractor's obligations in respect of the Client by virtue of the agreement.
- 23.4. Without prejudice to the provisions of Articles 23.1, 23.2 and 23.3, the Contractor is not authorised to use labourers made available without the prior written consent from the Client. When outsourcing the work or using temporary labourers as referred to above, the Contractor is required to comply with the administrative rules from the Implementing Regulations for the Liability of Recipients, Subcontractors and Clients 2004.