

General Terms and Conditions of Purchase Van Gelder Groep B.V.

version 2, filed at the district court of Gelderland dated 28/08/2025
case number: 13/2025

DEFINITIONS

Client: a company that is part of the Van Gelder Groep B.V. (hereinafter also referred to as "Van Gelder").

Contractor: the natural person or legal entity to which Van Gelder has issued an assignment.

Principal: where the contract refers to a principal, this refers to the natural person or legal entity for which Van Gelder must perform an assignment pursuant to the main building contract which is partly reassigned to the Contractor.

Agreement: every contract between Van Gelder and the Contractor with regard to (the performance of) work, deliveries or services, as well as every addition or change thereto. This also includes all juridical acts related to the preparation work required to enter into the Agreement.

Assignment: the performance that forms the basis of the Agreement, comprising the work, services and/or deliveries commissioned.

Clause 1 APPLICABLE PROVISIONS

- 1.1 These general terms and conditions of purchase apply to all requests for a quotation, offers, assignments and/or contracts, as well as any obligations and/or changes that arise therefrom, in which respect Van Gelder or one of its subsidiaries or participating interests commission a performance from a third party or issue an assignment to that contracting party in any other way.
- 1.2 Any provisions deviating from these general terms and conditions of purchase apply only if and in so far as these were expressly accepted by Van Gelder in writing.
- 1.3 The applicability of any general terms and conditions or other conditions of the Contractor and/or third parties is expressly rejected.

Clause 2 OFFER AND ACCEPTANCE

- 2.1 The Contractor maintains its offer for a period of 3 months. If the Contractor gives an offer for participation of Van Gelder in a tender, the Contractor will maintain its offer for 3 months after the Principal has awarded the work to Van Gelder.
- 2.2 The Agreement is created at the time Van Gelder sends a written Agreement or confirmation of assignment to the Contractor.
- 2.3 Starting the work is considered an acceptance of the Agreement and the applicable GTC, even if the Agreement has not been signed by the Contractor.
- 2.4 If the Agreement refers to a Principal: every contract between Van Gelder and the Contractor is created under the condition precedent that a main building contract was created for the work which Van Gelder made an offer for to the Principal, and the Principal has confirmed to Van Gelder that it approves of Van Gelder engaging the Contractor.

Clause 3 PERFORMANCE BY THE CONTRACTOR

- 3.1 The Contractor's performance must be compliant with the Agreement, which includes the requirements of sound and proper work and the object of the performance.
- 3.2 The performance must be carried out at the time specified in the Agreement and/or according to the schedule referred to in the Agreement or issued by Van Gelder at a later date, without being able to rely on any right to suspend performance or right of retention.
- 3.3 If the Contractor anticipates that the schedule is unattainable, it must immediately notify Van Gelder of such in writing.
- 3.4 Unless the Agreement provides otherwise, the Contractor must ensure that the required permits are obtained for the performance commissioned. The Contractor must inform Van Gelder as soon as possible if and to the extent that it believes that Van Gelder must provide its cooperation.
- 3.5 If such is needed due to the progress of the work, Van Gelder will be entitled to adjust that schedule without the Contractor being entitled to a time extension or price adjustment, except in the case referred to in Clause 4 paragraph 1 of these terms and conditions.
- 3.6 The Contractor must carry out the performance at the location specified in the Agreement. If no such location was agreed, then in so far as the delivery of items is concerned the

delivery will take place at a location to be specified by Van Gelder, such as the construction site or elsewhere.

- 3.7 In case of any inaccuracies, inconsistencies or incompleteness in the design, performance instructions, construction materials or assignment, the Contractor must immediately notify Van Gelder of such, referring to all possible consequences in the context of its obligation to warn.
- 3.8 All drawings, calculations, documents and other performance documents either digital or otherwise will remain the property of Van Gelder and may be used only in the context of the Agreement and may not be published or made accessible to third parties without the prior approval of Van Gelder.

Clause 4 AMENDMENTS: CONTRACT VARIATIONS

- 4.1 Amendments to the Agreement must be agreed in advance in writing. The Contractor is entitled to compensation only for contract extras assigned to it by Van Gelder in writing. If the Contractor claims compensation for contract extras that was not agreed in advance and in writing, the Contractor must inform Van Gelder of such prior to its performance. If such prior agreement is not made, the Contractor must continue the work in accordance with the instructions given by Van Gelder, subject to the prior written claim for contract extras. The settlement of contract variation are determined by mutual consent, unless agreed otherwise.
- 4.2 The Contractor has an obligation to accept any amendments made by Van Gelder and to immediately inform Van Gelder about the consequences of these amendments. The above excludes the event referred to in Article 4(1).
- 4.3 The terms and conditions of the main building contract apply for contract variations, unless agreed otherwise.

Clause 5 DELIVERY, APPROVAL AND MAINTENANCE PERIOD

- 5.1 Van Gelder is at all times entitled to inspect the performance. Such an inspection does not relieve the Contractor of any responsibility or obligation arising from the Agreement. In case of rejection, the (internal and external) investigation costs must be borne by the Contractor.
- 5.2 Van Gelder must confirm to the Contractor when the performance has been carried out and delivered. If the ultimate beneficiary of the performance is the Principal, the performance of the Contractor will be considered as delivered if and in so far as the performance of Van Gelder is considered as delivered to its Principal.
- 5.3 The Contractor must provide Van Gelder all guarantees, certificates, revised drawings and the like with regard to its performance as agreed.
- 5.4 The maintenance period of the Contractor commences on the day after the work was delivered. If the Contractor does not provide a maintenance period, any installations have a minimum maintenance period of 12 months. Any work performed has a maintenance period of 6 months. The Contractor guarantees that the work meets the requirements included in the Agreement until the end of the maintenance period.

Clause 6 LIABILITIES

- 6.1 If the Contractor does not carry out a timely and proper performance in accordance with this Agreement, it is liable to Van Gelder for any loss or damage incurred by Van Gelder as a result, which includes any loss of profits/loss related to delays, indirect loss or damage and consequential loss and penalties for late delivery. Any penalties are calculated in proportion to the penalty and compensation Van Gelder owes to the Principal. The Contractor indemnifies Van Gelder against all claims by the Principal and third parties in this regard.
- 6.2 The Contractor is liable for all loss or damage caused by the Contractor and by items or persons engaged by it for the performance of the Agreement.
- 6.3 Damage to items related to its performance must be borne by the Contractor.
- 6.4 If the Contractor fails to meet its obligations, Van Gelder must give it notice of default to the extent required by law and set a reasonable period of time for it to still perform its obligations. Even before the expiry of the period referred to in the previous sentence, in urgent cases Van Gelder will be entitled to take such measures as it deems appropriate for the benefit of the work at the Contractor's expense.
- 6.5 After expiry of the set period, Van Gelder is entitled to carry out the performance at the expense of the Contractor, or have it be carried out, and suspend payment of the price, without

prejudice to Van Gelder's right to full dissolution and/or compensation.

Clause 7 INSURANCE

- 7.1 The Contractor has an obligation to take out liability insurance to the satisfaction of Van Gelder and to at all times pay the premium in due time, in default of which Van Gelder is entitled to dissolve the Agreement without prejudice to the other rights vested in Van Gelder. The Contractor will provide Van Gelder with a copy of the policy upon the latter's first request.
- 7.2 If the Contractor is co-insured under a CAR policy of Van Gelder or the Principal according to the Agreement, the Contractor must arrange for the settlement with the CAR insurer at its own risk and expense if the Contractor incurs any damage at work.
- 7.3 If any equipment is used, the Contractor has an obligation to insure the items (liability insurance, comprehensive insurance). The Contractor must ensure that Van Gelder is designated as a co-insured party in the policy. The Contractor guarantees and indemnifies Van Gelder and/or the Principal in this regard, that for the benefit of the objects subject to the Civil Liability Insurance (Motor Vehicles) Act:
 - a) a liability insurance has been taken out that meets the requirements set by or pursuant to the Civil Liability Insurance (Motor Vehicles) Act, including the cover of underground risks (to cables, pipes, etc.);
 - b) comprehensive insurance has been taken out;
 - c) the premiums owed have been paid.

Clause 8 ABOVE AND UNDERGROUND GRIDS AND NETWORKS (INFORMATION EXCHANGE) ACT

- 8.1 The Contractor has an obligation, in so far as applicable, to perform all work pursuant to the Above and Underground Grids and Networks (Information Exchange) Act (WIBON) at its own risk and expense. All costs incurred by third parties in the context of WIBON are for the risk and expense of the Contractor if and in so far as these were engaged by the Contractor. Van Gelder advises the Contractor to work in accordance with CROW publication "Avoiding damage to cables and pipes" [in Dutch: *Graafschade voorkomen aan kabels en leidingen*].
- 8.2 The Contractor will perform its work in accordance with the WIBON, the order in council and the Ministerial Directive.
- 8.3 The Contractor itself must provide all necessary data for a careful excavation process, unless agreed otherwise with Van Gelder.
- 8.4 The Contractor has an obligation to consult all data provided from the excavation notice or notices for the determination of the cable and pipe tracks that are installed and to take all necessary actions according to the data in the excavation notice, including but not limited to consultations with network managers.

Clause 9 EQUIPMENT

- 9.1 Unless provided otherwise in the Agreement, the Contractor must ensure that all equipment and materials necessary for the performance of the work are present on site, such as scaffolding, access platforms, etcetera.
- 9.2 The Contractor can make use of Van Gelder's equipment only with the permission of Van Gelder. This use is at the risk and expense of the Contractor. The Contractor indemnifies Van Gelder against all claims by third parties in this regard.

Clause 10 SUSPENSION AND SETTLEMENT

- 10.1 If the performance carried out by the Contractor does not meet the obligations in the Agreement, Van Gelder will be entitled to suspend its payment obligations until the Contractor has met its obligations.
- 10.2 Van Gelder is entitled to set off any amounts it owes to the Contractor in relation to the Agreement against any claims it and/or a party or parties affiliated with the Van Gelder Groep has against the Contractor and/or any of its affiliated parties.

Clause 11 NON-COMPETITION AND CONFIDENTIALITY

- 11.1 The Contractor must refrain from either directly or through a third party issuing any quotations or offers to the Principal of Van Gelder regarding the relevant work, including but not limited to expansions of or changes regarding the work which

Van Gelder is negotiating with the Principal or a contract which Van Gelder and the Principal will enter into.

- 11.2 Without prior written permission of Van Gelder the Contractor may not publish or use confidential information for any purposes other than the purpose for which it was provided.

Clause 12 DELIVERY

- 12.1 The delivery of the items must take place unencumbered in accordance with the ICCICC Incoterms® 2020 'Delivered Duty Paid' (DDP), unloaded. The Contractor is therefore fully liable for the delivery and unloading at the destination. The risk of damage to or loss of the items during shipping is borne by the Contractor until the delivery via the means of transportation at the agreed destination.
- 12.2 Loading, unloading, delivery or collection outside of the regular working hours of Van Gelder can take place only after Van Gelder has given its prior permission.
- 12.3 The ownership of the items will transfer from the Contractor to Van Gelder at the time of delivery.

Clause 13 RATES

- 13.1 All rates are fixed, unless agreed otherwise in writing. The prices quoted include all costs including but not limited to packaging, transport, loading and unloading the items, as well as insurance. The rates are exclusive of VAT.
- 13.2 Rates will not be set off as a result of the increase of wages and prices, unless agreed otherwise.
- 13.3 In so far as the delivery of items is concerned, the Contractor has an obligation to deliver so much more or less as the work requires with regard to the agreed quantities. Van Gelder does not owe a different price per unit with regard to those deviations.

Clause 14 INVOICING AND PAYMENT

- 14.1 Invoices must be accompanied by a statement signed for approval by Van Gelder to confirm the quantities and/or production and/or prices underlying the invoice.
- 14.2 Interim payments and withdrawals do not constitute acceptance of the performance. Only upon final settlement or delivery will Van Gelder determine whether the agreed requirements have been met.
- 14.3 Van Gelder will pay the amounts it owes under the contract within 60 days and, in the event of the applicability of Article 6:119a paragraph 6 of the Dutch Civil Code for SME contractors, 30 days after receipt of the relevant invoice to the Contractor if all obligations under the Agreement have been fulfilled.

Clause 15 ASSIGNMENT AND PLEDGE

- 15.1 It is prohibited for the Contractor to assign, pledge, or transfer ownership in any way of his monetary claims arising from the Agreement, which must be deposited by Van Gelder on the Contractor's G-account (G-funds), to a third party. With regard to the monetary claims mentioned in the previous sentence, transferability is excluded as referred to in Article 3:83 lid 2 of the Dutch Civil Code, which exclusion has property law effect ("*goederenrechtelijke werking*").

Clause 16 VICARIOUS LIABILITY, LABOUR MARKET FRAUD ACT, AND SOCIAL SECURITY

- 16.1 In the event of subcontracting and the deployment of auxiliary persons, the Contractor is obliged to comply with all regulations of the Foreign Nationals (Employment) Act, Labour Market Fraud (Bogus Schemes) Act, The Placement of Personnel by Intermediaries Act, the Act on Working Conditions of Seconded Employees in the European Union, the Act on Compulsory Identification and the Working Hours Act. In that context, the Contractor will, among other things:
 - a) Prior to the commencement of the work, provide a copy of their VAT number and the number of their licence to establish a business, as far as this is required for running their business.
 - b) Prior to the commencement of the work, provide for inclusion in Van Gelder's records the names and BSN numbers of all employees who have been and will be directly or indirectly employed by it;
 - c) if the employees referred to in subsection b of this paragraph do not have the Swiss nationality or the nationality of one of the countries of the European Economic Area (EEA): demonstrate that they have a valid work permit, and provide Van Gelder with a copy

- or scan of their identity document for inclusion in its records;
 - d) provide a weekly overview signed by Van Gelder that includes a time recording of the man-days worked by the employees mentioned in subsection b of this paragraph;
 - e) always comply correctly with the applicable collective labour agreement(s) and other terms and conditions of employment which the employees referred to in subsection b of this paragraph can invoke, and comply with its statutory obligations to pay contributions, social insurance, income tax and national insurance contributions in full and in time;
 - f) upon Van Gelder's first request and at least once every quarter, provide, of its own accord, a statement showing the payment of wage tax and social insurance contributions, or, if the Contractor is affiliated with the Labour Standards Foundation, a copy of the NEN-4400 certificate granted by the Labour Standards Foundation.
 - g) when workers from EU countries other than the Netherlands are employed, a statement of the names of the workers in question on submission of evidence (such as, for example, an A1 form) showing that social insurance contributions are paid for these workers for the work in question in the relevant country;
 - h) record contracts with employees in writing in accordance with the provisions of paragraph 3;
 - i) conclude, if an employee of the Contractor qualifies as a sole trader without employees ("sole trader"), a contract with this sole trader in accordance with the model contract approved by the Tax and Customs Administration. The Contractor is responsible for ensuring that the sole trader without employees performs the work in accordance with the contract;
- 16.2 The Contractor's employees must carry a valid identity document and, where applicable, a valid work permit for persons from outside the European Economic Area. Van Gelder will be entitled to check the employees in this respect periodically or by means of random checks. If a required document is missing or if there are doubts about its validity, Van Gelder will deny the employee access to the work or remove them from the workplace. In that case, the Contractor will not be entitled to payment of costs and/or compensation.
- 16.3 The Contractor will record all terms and conditions of employment with the employees referred to in paragraph 1(b) in an administratively sound, comprehensible and accessible manner. Upon request, it will provide Van Gelder or the competent authorities with access to these terms and conditions of employment and will cooperate in checks, audits or wage verification thereof. The costs thereof will be borne by the Client
- 16.4 The Contractor will indemnify Van Gelder against fines and/or penalties and/or loss as a result of a breach of the statutory regulations mentioned in this clause and/or the relevant provisions of the Agreement. If Van Gelder is fined and/or held liable on that account or is obliged to pay wages, unpaid wages, fines, premiums, advance premiums, social insurance, taxes and/or any other loss to any authority or party, Van Gelder will be entitled to recover this from the Contractor for the entire amount plus statutory interest from the time of payment by Van Gelder, without any notice of default being required.
- 16.5 If the Contractor can no longer fulfil its statutory payment obligations, the Contractor must notify Van Gelder of this immediately and no later than three working days after the inability to pay occurred. Van Gelder may then dissolve the contract (at its discretion: in whole or in part), without prejudice to its right to compensation.
- 16.6 With a view to its obligations under the vicarious tax liability/recipients' liability, the Contractor will demonstrably ensure that a G Account is available at all times, applied for by the Contractor and granted as such in accordance with the "G Account form" provided for that purpose at www.belastingdienst.nl. The Contractor will provide Van Gelder with the G account agreement upon first request. Van Gelder can pay the estimated amount it owes in payroll taxes for the employees referred to in subsection b of paragraph 1 and, to the extent legally applicable, the VAT by depositing it in the relevant G account. The G account can only be intended for the amounts referred to here.
- 16.7 The contractor is obliged to keep the above contracts and data for seven years.

Clause 17 INTELLECTUAL PROPERTY

- 17.1 All items developed specifically for Van Gelder will remain or become the property of Van Gelder, whereby Van Gelder is deemed to be the creator or designer, and will be made available to Van Gelder upon request.
- 17.2 To the extent necessary, the Contractor hereby unconditionally and for no consideration transfers to Van Gelder the intellectual property rights to documents developed by the Contractor for the Client in the context of the Assignment, which transfer the Contractor accepts. The Contractor will indemnify Van Gelder against any third-party claims in that respect.
- 17.3 The Contractor will not be permitted to use data provided by Van Gelder, or to have it used, other than for the execution of its performance. Upon completion of the Assignment, the Contractor will be obliged to return or destroy all documents made available to it.
- 17.4 The Contractor guarantees Van Gelder the uninterrupted right to use software, including future software updates or other items required for the Performance for at least the period of use specified in the Agreement and, in case of a Principal, the period specified in the main works contract.

Clause 18 PROCESSING OF PERSONAL DATA

- 18.1 If the Contractor processes personal data during the performance of the Agreement, the Contractor will process the personal data in a proper and careful manner and comply with the legal requirements that follow from the General Data Protection Regulation (EU) 2016/679 (hereinafter "GDPR"). The terms used in this article have the same meaning as in the GDPR.
- 18.2 Appropriate technical and organisational measures will be taken to protect personal data against destruction, loss, alteration or unauthorised disclosure or unauthorised access to data transmitted, stored or otherwise processed, whether accidental or unlawful, taking into account the state of the art and the costs of implementation in relation to the risks and the nature of the personal data to be protected. As a minimum requirement, Van Gelder requires that data is handled in the spirit of an ISO/IEC 27001 or equivalent certified information security management system.
- 18.3 The Contractor will immediately inform Van Gelder of:
- a) any breach of the security measures referred to in the previous paragraph and, upon request, will assist Van Gelder in fulfilling Van Gelder's obligations with respect to reporting to supervisory authorities and data subjects; and
 - b) all requests by data subjects to exercise their rights and, upon request, will assist Van Gelder in fulfilling Van Gelder's obligation with respect to responding to such requests; and
 - c) any investigation, request and/or complaint from the supervisory authority or data subjects in relation to personal data processed in the performance of the Agreement; and
 - d) any court order, summons, legal or other obligation to share personal data with third parties.
- 18.4 The Contractor will keep the personal data confidential and will not disclose the personal data in any way to its employees or third parties without Van Gelder's prior written consent, except where such disclosure is required for the performance of the Agreement, where the personal data must be disclosed to a competent government agency in order to comply with an EU legal obligation, or if required for audit purposes.
- 18.5 The Contractor guarantees that all data it makes available to Van Gelder have been obtained lawfully, have been made available to Van Gelder lawfully and that the data do not infringe any third-party rights. The Contractor will indemnify Van Gelder against claims of the competent authority and/or individuals against Van Gelder due to breaches by the Contractor and/or its data processor of any third-party rights, and/or arising from breaches of obligations under applicable privacy laws.
- 18.6 The Contractor will only process the personal data it obtains from or on behalf of Van Gelder for legitimate internal business purposes in order to comply with legal obligations and for the performance of the Agreement.
- 18.7 The Contractor will keep the personal data made available to Van Gelder within the framework of the Agreement up to date and will ensure that these data continue to comply with applicable privacy legislation.
- 18.8 The Contractor will provide Van Gelder with all information reasonably requested by Van Gelder to satisfy itself that the

Contractor is complying with its obligations in respect of personal data.

- 18.9 The Contractor will provide the following information in the event of a breach:
- a) a detailed description of the breach;
 - b) type of personal data involved in the breach;
 - c) how many people's personal data are involved in the breach?
 - d) the identity of the persons involved in the breach;
 - e) the measures taken to limit negative consequences for the data subject(s) and to remedy the data breach in question;
 - f) cause of the breach;
 - g) the duration of the breach and the moment it occurred.
- 18.10 Any communication with supervisory authorities, data subjects and third parties on investigations, requests, breaches and complaints will take place in mutual consultation.
- 18.11 When the Agreement between the Contractor and Van Gelder ends, the Contractor will return to Van Gelder and/or destroy personal data that it has processed in the performance of the Agreement.

Clause 19 DISSOLUTION AND TERMINATION

- 19.1 Van Gelder will be authorised to dissolve the Agreement in whole or in part i) if the Contractor fails imputably or otherwise fails in the performance of its obligations under the Agreement ii) if the Contractor, after a notice of default, fails to remedy the failure within the period set by Van Gelder.
- 19.2 Van Gelder will be authorised to dissolve the Agreement in whole or in part without a notice of default in the following cases:
- a) in the event of bankruptcy or a bankruptcy petition, suspension of payments, partial liquidation of the Contractor or if the Contractor is placed under guardianship.
 - b) in the event that the Contractor fully or partially shuts down its business or the control thereof, in whole or in part, or ceases all or part of its business operations;
 - c) when a pre-judgment or post-judgment attachment is levied against the Contractor;
 - d) if it appears that the Contractor or the employees or subcontractors engaged by them have acted in violation of clauses 15, 16 or 17 of these general terms and conditions.
- 19.3 Van Gelder may terminate the Agreement at any time, without observing a notice period and without stating reasons, in which case the Contractor will only be entitled to compensation of the price stipulated in the Agreement, excluding VAT, calculated according to the state of the Assignment at the time of termination.

Clause 20 DISPUTE RESOLUTION

- 20.1 All construction-law disputes between Van Gelder and the Contractor, including those considered as such by only one of the parties, arising as a result of the Agreement or contracts resulting therefrom will be decided by arbitration pursuant to the rules as set out in the articles of the Arbitration Board for the Building Industry, as they read three months prior to the tender of the specifications. If and to the extent that the main works contract provides for a different form of dispute resolution, this form of dispute resolution will apply between Van Gelder and the Contractor.
- 20.2 Disputes which are not of a construction law nature will be submitted exclusively to the District Court of Gelderland, location Arnhem.
- 20.3 The relationship between Van Gelder and the Contractor is governed by Dutch law, with the exception of the U.N. Convention on Contracts for the International Sale of Goods.