General Terms and Conditions of Gaia Energy B.V. and its affiliated companies

Prepared by:	Gaia Energy
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Contractor's initials:

Article 1: Definitions

In these General Terms and Conditions, the following is understood to mean:

General Terms and Conditions:	These general (purchase) terms and conditions of the Client;
Service(s):	All services that are (to be) provided by the Contractor on behalf of or to the Client and that do not qualify as contracts for work;
Contract Administrator:	The person or entity designated to administer and supervise the works under the Main Contract (the Dutch-defined role 'Directie');
Main Contract:	The agreement between the Client and its Principal;
Delivery of Goods:	All activities and services of the Contractor related to the delivery of goods/physical objects;
Client:	Gaia Energy BV , and/or any company affiliated with Gaia Energy BV, being the user of these General Terms and Conditions;
Contractor:	The party from which the Client receives an offer or with which the Client enters into an Agreement;
Agreement:	Any agreement between the Client and the Contractor regarding the Supply of Goods and/or Services and/or the Execution of Works and any supplement thereto and/or amendment thereof;
Party(ies):	A Party or the Parties jointly to this Agreement;
Principal:	The Client according to the Main Contract;
Work:	The design and/or work of a tangible nature produced during the Execution of Works;
Execution of Works:	The production of designs and/or execution work/services to be performed, including the creation of tangible works, whether or not accompanied by the supply of Goods.
Variations:	All changes to the Agreement.

Article 2: Applicability

2.1. These General Terms and Conditions apply to all applications, requests, offers/quotations, Agreements, and orders concerning the Supply of Goods, Services, or Execution of Works by the Contractor to the Client.

2.2. Deviations from or additions to the provisions of these General Terms and Conditions are binding on the Client only if and to the extent that the Client has expressly agreed to said deviations in writing.

2.3. The Contractor's general (sales) terms and conditions do not apply to the requests, offers/quotations, agreements, and/or orders.

2.4. The following apply to all Agreements as if they were literally incorporated therein:

a. technical and administrative provisions of the specifications, official report and/or the statement of designation or similar specification amendments relating to the Main Contract, and/or
b. All other matters by which the Client is bound towards the Contract Administrator and/or Principal pursuant to the Main Contract, insofar as they relate directly or indirectly to the Agreement.

2.5. In the event of a conflict between the provisions of the Agreement on the one hand and the provisions of these General Terms and Conditions and the provisions of the documents referred to in Article 2.4 on the other hand, the provisions of the Agreement shall prevail. In the event of a conflict between the provisions of these General Terms and Conditions and the provisions of the documents referred to under sub a and sub b of Article 2.4, the following order of precedence shall apply: (1) the provisions of the documents referred to under sub a of Article 2.4, (2) the provisions of these General Terms and Conditions and (3) the provisions of the documents referred to under sub b of Article 2.4. Provided that: (i) the provisions of the General Terms and Conditions take precedence over the provisions of the documents under sub a of Article 2.4 if the provisions of these General Terms and Conditions impose heavier obligations on the Contractor and (ii) in the event of a conflict between the administrative provisions declared applicable in the specifications and the additions and amendments to these administrative provisions mentioned in the specifications on the one hand, and the General Terms and Conditions on the other hand, the latter shall prevail.

2.6. If, in the event of the circumstance referred to in Article 2.1, the documents referred to in Article 2.4 have not been made available, the Contractor is obliged to request them in writing from the Client, and the Client is obliged to comply with this without delay. In no case shall the Contractor be able to successfully invoke ignorance of any provision or document applicable pursuant to the foregoing.

2.7. These General Terms and Conditions consist of the following three parts.

2.7.1. Part I is the general section, which applies to every request, offer, and Agreement between the Client and the Contractor.
2.7.2. Part II consists of specific provisions that apply to the Services and Goods to be supplied by the Contractor, in addition to the provisions of the general section.
2.7.3. Part III consists of specific provisions that apply to the Execution of Works in addition to the provisions of Parts I and II. In the event of conflicts regarding the Execution of Works, the provisions of Part III shall prevail over the provisions of Part I and/or II.

2.8. The invalidity of one or more provisions of these General Terms and Conditions shall in no way affect the applicability of the remaining provisions.

PART I: GENERAL PROVISIONS OF THE PURCHASE TERMS AND CONDITIONS

Article 3: Offer and conclusion of the Agreement

3.1. An offer/quotation from the Contractor is irrevocable, unless otherwise agreed in writing.

3.2. An offer/quotation remains valid for ninety (90) days from the moment the Client receives the offer, unless the Client's request for an offer indicates a different validity period.

3.3. An offer/quotation to the Client shall never entail any (financial) obligation on the part of the Client towards the Contractor or towards a third party. All documents attached to the offer and all work performed by the Contractor in connection therewith shall be for the Contractor's own account and risk and shall be entirely free of charge for the Client.

3.4. If a written order follows the Contractor's offer/quotation, the Agreement shall be entered into at the moment the Client sends the order to the Contractor. The written order shall only be legally valid if placed by a person authorised to do so by the Client.

3.5. The Contractor is obliged to confirm the order in writing at the request of the Client, no later than fourteen (14) days after the Contractor has received such a request from the Client.

3.6. The Agreement shall in any event be entered into at the moment the Client submits an order for a (partial) delivery covered by the Agreement.

Article 4: Amendments

4.1. The Parties may jointly decide to amend the Agreement. Such amendment must be recorded in writing.

4.2. If the Contractor believes that the change affects the agreed price and/or delivery time, the parties shall discuss the situation in order to agree on a new price and/or delivery time and formally record this in writing by means of a Variation.

Article 5: Intellectual and industrial property rights

5.1. All intellectual and industrial property rights relating to the Agreement shall vest in full in the Client to the exclusion of any other, unless otherwise agreed. If necessary, the Contractor shall cooperate in the transfer of such rights at the first request of the Client.

5.2. The Contractor transfers, if and to the extent necessary, the aforementioned intellectual property rights to the Client by entering into the Agreement.

5.3. The Contractor guarantees the free and uninterrupted use of the delivered Goods, provided Services, and/or Performance of Works by the Client. The Contractor warrants that the delivered Goods, Services, and/or Performance of Works do not infringe upon any patent, licence, copyright, trademark, or any other absolute right of a third party. Should an infringement of an intellectual property right nevertheless occur, the Contractor shall have the obligation to replace the delivered performances/Goods/Services with an equivalent performance/Good/Service that does not infringe, or to obtain a right of use for this delivered performance/Good/Service, or to modify the delivered performance/Goods/Services in such a way that no further infringement occurs, and the Contractor shall be liable for compensation for the direct and indirect damage suffered as a result of the (temporary) infringement. The Contractor shall protect the intellectual property of the Client and not misuse it.

5.4. The Contractor shall indemnify the Client against claims from third parties in connection with any infringement or alleged infringement of intellectual property rights regarding the performance, Goods/Services delivered or to be delivered. The Contractor shall also take all necessary measures to enable the Client to make normal use of the performance, Goods/Service.

5.5. The Contractor has the right to use the information provided by the Client, but exclusively in connection with the Agreement. This information is and remains the property of the Client.

Article 6: Confidentiality and prohibition of disclosure

6.1. The Contractor shall protect the confidentiality of the existence, nature, and content of the Agreement and other business information, and shall not disclose any information related thereto without the prior written consent of the Client.

6.2. If the Contractor has engaged third parties in the execution of the Agreement who, for that purpose, need to gain knowledge of (a part of) the aforementioned data and/or information, the Contractor shall agree to the same confidentiality clause with these third parties, and the Contractor guarantees that these third parties will comply with their duty of confidentiality. In the event of any breach thereof by these third parties, the Contractor shall be jointly and severally liable to the Client for the resulting (indirect and direct) damage.

6.3. For each breach of paragraph 1 of this Article, the Contractor shall forfeit to the Client an immediately due and payable penalty of €10,000 (in words: ten thousand euros), without prejudice to the Client's right to claim additional damages or exercise any other legal remedy. The penalty shall become

immediately due and payable by the Contractor once the breach has been established and notified to the Contractor.

6.4. If the Contractor breaches the obligations mentioned in this article, the Client has the right to terminate the Agreement in whole or in part, without the need for further notice of default or judicial intervention. The termination of the Agreement shall take place via registered mail or by means of a bailiff's writ sent to the Contractor.

Article 7: Non-competition

7.1. The Contractor shall entirely refrain from submitting quotations and/or offers to the Principal, either directly or through third parties, including those for extensions and/or modifications, concerning the work for which negotiations are being conducted by the Client with the Principal or for which a Main Contract is being or has been entered into.

Article 8: Outsourcing to third parties

8.1. The Contractor may only subcontract the Agreement or any part thereof after obtaining the Client's prior written consent, to which consent conditions may be attached. If the Contractor subcontracts parts of what has been assigned to him, the Contractor shall never be relieved of any liability or obligation under this Agreement and shall remain fully responsible for the acts, omissions, or errors of his subcontractors, suppliers, or other auxiliary persons as if these were the acts, omissions, or errors of the Contractor, his officers, employees, or representatives themselves.

8.2. If the Contractor subcontracts (part of) the Agreement to another party, the Contractor shall without delay draw up a written agreement in respect thereof, of which these General Terms and Conditions shall form an integral part, in such a manner that the Contractor giving the assignment assumes the legal position of the Client and the supplier/subcontractor receiving the assignment assumes that of the Contractor.

8.3. The Contractor shall fully indemnify the Client against all claims, damages, costs, and fines of any nature whatsoever arising from or related to the subcontracting of (part of) the Agreement by the Contractor. This indemnification also includes all claims resulting from acts, omissions, errors, or shortcomings of subcontractors, suppliers, or other auxiliary persons engaged by the Contractor.

Article 9: Hiring of personnel

9.1. Without the prior written consent of the Client, to which consent conditions may be attached, the Contractor is not permitted to make use of seconded (loaned) labor in the execution of (a part of) the Agreement.

Article 10: Chain Liability and Hirer’s Liability

10.1. Pursuant to these General Terms and Conditions, to the extent that the Agreement has not excluded their application, the statutory chain-liability regime (Wet ketenaansprakelijkheid; Article 35 of the Dutch Collection of State Taxes Act 1990 (Invorderingswet 1990)) and the statutory hirer’s-liability regime (Wet inlenersaansprakelijkheid; Article 34 of that Act), hereinafter collectively referred to as “the Act”, apply.

10.2. If the Contractor subcontracts the performance of the Agreement in whole or in part to a third party, as well as If the Contractor lawfully makes use of seconded personnel for the execution of the Agreement, the administrative regulations in accordance with the Law must be strictly adhered to. To the extent that non-compliance with the regulations of the Law would result in the Client being held liable by third parties, the Contractor hereby indemnifies the Client against all consequences of such liability.

10.3. If the Client is held liable pursuant to the Law and is consequently required to pay or reimburse unpaid (advance) premiums, social insurance contributions, taxes, and/or other amounts, the Contractor is obliged to indemnify the Client or pay the Client the entire amount for which the Client is held liable (including any interest and/or penalties due), increased by the statutory interest applicable to commercial transactions (wettelijke handelsrente) from the time of payment by the Client. The Client may also

choose, if applicable, to set off this damage or amount against any amounts still owed by the Client to the Contractor.

10.4. If the Contractor fails to fulfil its obligations towards its employees under the Collective Labour Agreement for the Construction and Infrastructure Sector (CAO Bouw & Infra) or any other applicable collective labour agreement (cao), and the Client is held liable to fulfil these obligations, the Contractor is obliged to indemnify the Client or pay to the Client the entire amount for which the Client is held liable, plus statutory interest applicable to commercial transactions (wettelijke handelsrente) from the time of payment by the Client.

10.5. If the Contractor and/or third parties engaged by him are no longer able to meet their payment obligations under the Law, the Contractor shall notify the Client thereof in writing within five working days from the day on which the inability to pay arose, failing which the Contractor shall be in default towards the Client by operation of law. The Client shall then be entitled, without any notice of default or judicial intervention being required, to terminate the Agreement in whole or in part, without prejudice to his right to compensation.

10.6. No later than upon entering into the Agreement, the Contractor shall inform the Client whether it holds a blocked account (geblokkeerde rekening, or 'g-account'). If the Contractor does not yet hold a g-account, it shall open one without delay. If the tax rules governing g-accounts are amended or repealed, the amended or replacement rules shall apply from that time.

10.7. The Contractor shall provide the Client with the following documents/information regarding the employees working pursuant to the Agreement:
a) The name, address and place of residence;
b) The date of birth;
c) The nationality;
d) A specification of the hours worked;
e) citizen service number (burgerservicenummer or BSN); and
f) The type of identity document, the document number, and the validity period of the identity document.

10.8. If the Contractor fails to provide the above documents/information to the Client, or provides them incompletely, the Client is entitled to withhold a higher amount from the amount payable, as referred to in Article 35, paragraphs 3, 4, 5, and 6. The Client has the right to verify whether the Contractor is complying with its obligations under this provision. During the verification, the Client is not permitted to inspect more (personal) data of employees than is necessary to verify compliance with the Act and this provision.

10.9. The Contractor shall provide the Client with the details of the Employee Insurance Agency (Uitvoeringsinstituut Werknemersverzekeringen or UWV) regional office with which it is affiliated, its registration number with the UWV and the Tax and Customs Administration.

10.10. If, pursuant to the Agreement, employees are deployed outside the Netherlands, the Contractor shall provide the Client with information regarding the social security status of the persons concerned. If the employee has remained socially insured in their country of residence, the Contractor shall provide the Client with a copy of a valid A1 certificate as proof that the employee remained compulsorily socially insured abroad.

10.11. If, pursuant to the Agreement, employees from outside the EU, Switzerland, and Turkey who are legally residing in the Netherlands are deployed, the Contractor shall provide the Client, to the extent required under immigration legislation, with a copy of the proof of identity (passport or identity card), a copy of a valid work permit, and a copy of a valid residence permit. The Contractor guarantees that it complies with its obligations arising from the Dutch Compulsory Identification Act (Wet op de identificatieplicht) and the Dutch Foreign Nationals Employment Act (Wet arbeid vreemdelingen) or any comparable regulation.

10.12. If, pursuant to the Agreement and information provided by the Contractor, it appears that the Contractor and/or third parties engaged by him qualify as self-employed persons, the Contractor shall provide the Client with such supporting documents demonstrating that the self-employed person to be engaged is indeed working as such, including but not limited to the contract for services as well as the registration of the self-employed person in the Trade Register of the Chamber of Commerce.

10.13. The Contractor shall provide the Client with an original statement regarding payment behaviour concerning chain and hirer's liability, signed by the competent unit of the Tax and Customs Administration, which is no older than two months, calculated from the moment the Contractor and the Client enter into an Agreement.

Article 11: Documentation

11.1. The Contractor is obliged to provide the documentation regarding the Goods, Services and/or Execution of Works in a timely manner. In the case of Goods, this must take place before or at the time of delivery to the Client. In the case of Services and/or Execution of Works, this must take place during the execution of these Services and/or Execution of Works.

11.2. The Client may freely use this documentation, including copying for its own use.

11.3. All drawings and technical documents must be provided in their original file format.

Article 12: Certificates

12.1. If certificates, attestations, warranty certificates, declarations of conformity, manuals, maintenance instructions, and/or other delivery files are required in or under the Agreement, the Contractor shall provide these no later than two (2) weeks after delivery of the Goods and/or Services, unless an earlier date has been agreed.

12.2. In the event of failure to provide in a timely or complete manner, the Client is entitled to suspend payment until full provision has taken place, without the Client being in default as a result.

Article 13: Warranty

13.1. Without prejudice to its liability under the Agreement or the law, the Contractor guarantees for the period to be determined in the Agreement, failing which a period of five (5) years shall apply, that the Goods supplied and the Services performed and/or Execution of Works including the items used for them:

a. of good quality, without defect in design, construction, assembly and material;
b. complete , whereby the Contractor shall ensure that all parts, additional materials, accessories, tools, source codes, spare parts, operating instructions, and instructional actions set out in writing by the Client for the purpose are supplied, even if these are not specifically mentioned;
c. in accordance with what is stipulated in the Agreement (and the accompanying documents) and fit for the purpose for which they are intended and in conformity with the requirements imposed on them in the Agreement and by or on behalf of the government; and
d. shall comply with the applicable statutory provisions regarding aspects such as quality, the environment, health, safety, and the Client's business rules. The Client shall provide the Contractor with a copy of these regulations and legislation free of charge upon first request.

13.2. The provisions of paragraph 1 apply with the understanding that, if the Client makes known prior to awarding the contract that, pursuant to the specifications, he is obliged to provide a specific guarantee to the Principal for the delivered or completed (part) of the work, the Contractor is obliged to provide the same guarantee to the Client, unless the manufacturer's warranty is more extensive than the one referred to above, in which case the manufacturer's warranty applies.

13.3. The warranties referred to in paragraphs 1 and 2 apply from the day of delivery or the day of completion of the Work by the Client to the Principal; of the relevant part of the Work. Without prejudice to the Client's other claims, the Contractor shall, at its own expense and risk, remedy all defects occurring during the warranty period as soon as possible upon first notification to and in consultation with the

Client. If the Contractor modifies, repairs, or replaces Goods or parts pursuant to this obligation, the full warranty period for these Goods or parts shall commence anew.

13.4. If, in the Client's opinion, the Contractor fails to remedy the defect, or fails to do so in a timely and/or proper manner, or if the remedy of the defect cannot be delayed, the Client is free, after written notice, to carry out or have carried out the necessary measures in this regard at the Contractor's expense. The Client is entitled to recover these costs from the Contractor, for example by withholding or setting off against payments still owed to the Contractor.

13.5. After the expiration of the warranty period applicable under this article, the Contractor shall remain liable for hidden defects for a period of five (5) years. 'Hidden defect' means a defect that was not discovered upon delivery of the Goods and/or Services and/or completion of the Execution of Works.

13.6. The burden of proof that the warranties referred to in this article do not apply to the observed defects rests with the Contractor.

Article 14: Set-off/compensation

14.1. The Client is entitled to set off the amounts owed to the Contractor in connection with the Agreement against any amounts that the Client itself or one of the companies affiliated with the Client has to claim from the Contractor, including those arising from any other agreement. In doing so, the Client is not bound by the relationship arising from the Agreement between the amounts to be deposited into the escrow account and the amounts to be deposited into the Contractor's ordinary account. Consequently, the Client is entitled to set off the claim to be set off, either in whole or (partially) to the extent desired by the Client, against any amounts owed to the Contractor's ordinary account.

Article 15: Inspection and Testing

15.1. The Client and/or its Principal and/or the Contract Administrator have the right at all times to inspect or examine the ordered or delivered Goods, Services, or Execution of Works. In that case, the Contractor shall provide such facilities as may reasonably be required for that purpose. Inspections, assessments, and/or tests by or on behalf of the Client may take place before, during, or after delivery within a reasonable timeframe.

15.2. The costs of this inspection shall be borne by the Contractor in the event that these Goods/Services and/or Execution of Works are rejected by the Client and/or his Principal and/or the Contract Administrator.

15.3. The delivered Goods and/or Services shall only be deemed to have been accepted by the Client once they have been approved by the Client. The Client has the right to reject the delivered goods up to one month after the date of delivery, such that all other time limits within which a complaint must be lodged, if and insofar as these may be applied by the Contractor, shall not apply to the Client.

15.4. Approval and acceptance apply exclusively to the quantity and external condition of the delivered Goods. If Goods are delivered packed and bundled, approval and acceptance relate only to the quantity and external condition of the packages.

15.5. In the event of rejection, the Client shall notify the Contractor thereof immediately. The Contractor shall dispose of rejected items upon first request. In the absence of disposal of the rejected Goods, the Client is entitled to return them at the expense and risk of the Contractor.

15.6. Without prejudice to the Client's right to terminate the Agreement (partially) at its option and to claim any compensation, the Client has the right, following rejection, to demand delivery of new Goods and/or Services that do meet the inspection requirements within a period to be determined by the Client, without being obliged to pay any additional compensation. If the Contractor fails to fulfil this obligation within a reasonable timeframe, the Client has the right to purchase the necessary Goods and/or Services from a third party, or to take the measures itself, or to enable a third party to take measures, and the Contractor shall be liable for all damage suffered by the Client.

15.7. The Client is entitled to suspend payment for rejected Goods/Services.

15.8. If the Goods/Services do not appear to comply with the regulations/requirements, regardless of the results of an inspection, assessment and/or test, the Client shall have all rights under statutory provisions or the Agreement with respect to this breach of the Agreement.

15.9. Inspection or approval of the Goods/Services does not relieve the Contractor of any warranty and/or liability as arising from the Agreement, these General Terms and Conditions, and/or the law.

Article 16: Liability and Indemnification

16.1. To the extent that the Contractor's failure to comply with its contractual or statutory obligations would result in the Client being held liable, the Contractor hereby undertakes to indemnify the Client against all consequences of such liability.

16.2. The Contractor is liable for all damage, including business damage and consequential damage, suffered and/or to be suffered by the Client, persons or enterprises working for or on behalf of the Client, and third parties (including the government and other authorities) as a result of a failure attributable to the Contractor or a wrongful act committed by the Contractor.

16.3. Equal liability exists for personal injury and all damage resulting therefrom, caused or inflicted by items used by the Contractor for the execution of the Agreement (such as, for example, equipment, machinery, tools, as well as used materials) to the circle of persons and enterprises mentioned in paragraph 2.

16.4. If the Agreement has been concluded jointly between the Client and two or more Contractors, or if any obligation under the Agreement rests on two or more (legal) persons, these Contractors and (legal) persons shall at all times be liable for the entire amount and jointly and severally bound towards the Client.

16.5. With regard to the delivery of Goods by the Contractor and its product liability existing therein, the Contractor is obliged, at the first request of the Client, to provide all necessary information regarding the origin and the producer(s). The Contractor indemnifies the Client against any liability under product liability , including all costs of advice and legal assistance .

16.6. The Client shall never be liable to the Contractor and/or third parties for compensation for damages suffered on any grounds whatsoever, except in cases of intent or gross negligence. In all cases, any liability for business damage, business interruption, data loss or reduction, or consequential damage arising from any cause whatsoever, including loss of turnover and profit as well as positive and negative contractual interest, is expressly excluded. The liability of the Client is in any event limited to the amount of the invoice value of the goods delivered and/or services rendered within the framework of the Agreement. If the Agreement concerns a continuous agreement with a term of more than one year, the aforementioned amount shall be set at a maximum of once the invoiced amount in the year preceding the occurrence of the damage. In no event shall the total compensation for damage exceed the amount covered by and paid out under the Client's liability insurance.

16.7. The Client has the right to require the Contractor to take out insurance to cover the risks in addition to the requirements set out in Article 17. The Contractor shall provide the corresponding policy to the Client for approval.

Article 17: Insurance

17.1. The Contractor is obliged to insure the financial consequences of its liability towards the Client or third parties, by reference to or transfer to insurance policies, whether or not previously concluded, including liability insurance policies of other parties, whether or not known to the Client. Insurance of its liability shall not affect the Contractor's liability under the Agreement or the law.

17.2. To this end, the Contractor shall take out at least adequate insurance against the following risks:

a) Liability towards third parties; and
b) Liability for professional deficiencies.

17.3. Professional deficiencies are defined as: all shortcomings, including errors, carelessness, negligence, omissions, and incorrect advice that should not be given by a skilled and prudent Contractor, its personnel and/or subcontractors in the specific circumstance, with due observance of normal care and while performing work in a professional manner.

17.4. If the Contractor is entitled to exercise its rights regarding a payment under an insurance agreement in connection with its potential liability towards the Client, the Contractor shall ensure that such payment is made directly to the Client. In that context, the Client may require that:
a) the Contractor enters into an insurance agreement for the benefit of the Client; or that
b) the Contractor transfers insurance claims to the Client, at the Client's option. In this case, the Contractor irrevocably authorizes the Client to receive the compensation.

17.5. The Contractor's insurance shall not lead to reduced liability of the Contractor or shared liability of the Client.

17.6. If the Contractor acts in the capacity of supplier and/or producer, the insurance obligation referred to in paragraph 1 shall in any event and without reservation cover the risk of its liability towards purchasers of its product, even after delivery, regardless of where these purchasers function in a chain of onward deliveries to the Client or to third parties, and regardless of towards whom these purchasers might be liable on any grounds whatsoever.

17.7. The Contractor shall in any event insure all items which he holds or will receive from the Client against damage of any nature whatsoever caused during the period that they are under the care of the Contractor.

17.8. Upon the delivery or deployment of motor vehicles and other rolling stock, the Contractor shall insure the risk of liability for damage towards the Client and/or third parties in accordance with statutory requirements and otherwise with due observance of the applicable specifications and/or other contractual provisions. The insurance policies shall comply with, inter alia, the following conditions:
a) The Client shall be regarded as a co-insured on the Contractor's policy in connection with the Agreement and
b) Motor vehicle and work equipment insurance policies may not contain exclusions regarding the so-called work risk.

17.9. Upon request, the Contractor is obliged to make copies of the insurance policies of the insurance companies available to the Client, as well as copies of the corresponding premium payments.

17.10. In the event that the Contractor fails to fulfil its insurance obligations, the Client is entitled to fulfil these obligations on behalf of and for the account of the Contractor.

17.11. Without prejudice to any liabilities of the Contractor under the Agreement or the law, the Contractor shall insure the aforementioned liabilities up to the amounts:
a) which the Dutch Motor Insurance Liability Act (Wet aansprakelijkheidsverzekering motorrijtuigen – WAM) prescribes with regard to the use of motor vehicles and self-propelled work equipment;
b) for liabilities arising from causes other than those referred to in the previous paragraph, up to an amount as stated in the Agreement, failing which an insured amount of at least € 2,500,000 (in words: two and a half million euros) per event is required.

17.12. In the event of liability of the Client towards the Contractor, the Client shall never be obliged to compensate for more damage than is paid out to him by the insurer under any insurance policy.

Article 18: Termination in Whole or in Part

18.1. Any failure to perform one or more of the Contractor's obligations entitles the Client to terminate or cancel the Agreement, in whole or in part, without any notice of default or judicial intervention, and/or to

require the Contractor to compensate the damage suffered by the Client as a (direct or indirect) consequence thereof. This right applies regardless of the severity of the failure and without prejudice to other rights of the Client in connection with the failure, except in those cases where this would be unacceptable according to standards of reasonableness and fairness.

18.2. In the following cases, the Contractor shall be in default by operation of law and the Client shall be entitled, without any notice of default or judicial intervention being required, to terminate the Agreement in whole or in part, without prejudice to its right to compensation. This shall be the case if :
   a) The Contractor applies for bankruptcy or (provisional) suspension of payments, or is placed under guardianship pursuant to a statutory provision;
   b) The Contractor is declared bankrupt or is granted provisional or definitive suspension of payments;
   c) The Contractor offers its creditors an out-of-court (WHOA) agreement;
   d) one or more of the Contractor's assets are placed under administration;
   e) If the Contractor transfers (parts of) its business or control thereof in whole or in part, liquidates/suspends its business in whole or in part, or if there is otherwise a cessation of business operations;
   f) on the assets or a part thereof of the Contractor; and
   g) The Contractor is unable to fulfil its obligations under the Agreement due to force majeure.

18.3. In the aforementioned cases, the Client may unilaterally terminate the Agreement by means of written notice to the Contractor. Likewise, in such cases, the Client may assign its claims against the Contractor to one or more third party(ies), without being liable for damages.

18.4. In the event of (partial) termination, the Client has the right, without prejudice to its right to compensation for damages and costs, at its option:
   a) the to return or discontinue Goods already delivered but no longer usable/ Services already performed at the Contractor's expense, and to reclaim the payments already made for these Goods/Services;
   b) the Agreement completed by itself or by third parties, possibly after written notice, using the Goods/Services and Execution of Works already supplied/performed by the Contractor, the materials, equipment, etc. used by the Contractor, whether or not for a reasonable compensation to be agreed upon subsequently.

18.5. Any claims that the Client may have or acquire as a result of the termination of the Agreement, including any claims for compensation for damages and costs, shall become due and payable in full immediately.

Article 19: Right of suspension and retention

19.1. The Contractor declares that it waives its right to suspend its obligations under the Agreement if and to the extent that the timely performance of the Agreement may be delayed by the exercise of its right of suspension. The Contractor retains its right to suspend if and to the extent that the Client has defaulted on an undisputed due and payable payment.

19.2. The Client is entitled to suspend its payment obligations if the Contractor fails, or threatens to fail, to fulfil its obligations under the Agreement and/or the law, regardless of whether such failure is attributable to the Contractor, as well as in cases expressly mentioned in these General Terms and Conditions.

19.3. If, based on the circumstances known to him at that time, the Client reasonably believed he was entitled to suspend his obligations, the Client is not obliged to pay any compensation to the Contractor if it subsequently becomes known that the Client's reliance on his right of suspension was not legally valid.

19.4. The Contractor expressly waives its right of retention.

Article 20: Disputes and applicable law

20.1. This Agreement and all agreements arising therefrom shall be governed exclusively by Dutch law.

20.2. All disputes (including disputes considered as such solely by one of the parties) arising in connection with this Agreement or arising out of agreements between the parties shall be submitted for settlement to the competent court in Amsterdam.

Article 21: Force Majeure

21.1. In the event of force majeure, neither Party shall have any liability to the other Party for any failure or delay in the performance of its obligations under the Agreement, as long as that Party has fulfiled its obligation to the other Party under this Article.

21.2. Force majeure shall in no event include: a shortage of employees, incapacity for work of employees, late delivery and/or unsuitability of materials and/or raw materials, unfinished products or services, attributable shortcomings or wrongful acts of Contractors or third parties hired by the Contractor, liquidity or solvency problems of the Contractor, or any circumstance that could have been prevented by appropriate measures, organisation, or planning by the Contractor. Force majeure is understood to mean exclusively:

a) natural disasters that make the performance of the Agreement impossible,
b) war that makes the execution of the Agreement impossible, excluding the war in Ukraine, Israel/Gaza/Lebanon, Iran, (Houthi) rebels on and around the Red Sea and the Suez Canal, the impending armed conflict in Taiwan or a further escalation of those conflicts;
c) pandemics causing a serious disruption to the performance of the Agreement due to health risks or restrictions on mobility and gatherings, excluding the COVID-19 pandemic;
d) exceptional weather conditions resulting in the temporary impossibility of performing the Agreement. Exceptional weather conditions shall be understood to mean only weather conditions exceeding normal seasonal conditions, such as: (i) extreme frost, (ii) exceptional precipitation, (iii) storm or strong winds, (iv) heat waves, insofar as these conditions are confirmed by objective data (such as measurements by the KNMI or equivalent bodies). In such a case, the Contractor shall be entitled solely to an extension of the performance period by the number of calendar days during which the Agreement could demonstrably not be performed due to these unworkable weather conditions.

21.3. The Client may invoke force majeure in the event of a strike by the Client's personnel, strikes at the Client's location(s), and/or strikes by third parties affecting the Client's obligations regarding the performance of the Agreement.

21.4. If the Contractor or the Client is unable to perform any of its obligations under the Agreement (in a timely manner) due to a force majeure situation, that party must immediately notify the other party in writing of the circumstances giving rise to such force majeure and of the obligations that cannot be performed (in a timely manner) for the duration of the force majeure situation, to the extent that the party concerned will make all reasonable efforts to limit the impact of such force majeure.

21.5. If the force majeure situation ends, the party concerned shall immediately inform the other party and continue with the performance of any obligations under the Agreement that it could not perform at that time.

21.6. If a force majeure situation lasts fourteen (14) days or longer, the parties shall enter into consultation and coordinate the following actions, without prejudice to the Client's right to terminate the Agreement pursuant to Article 18.

21.7. The Client shall extend the critical path agreement or project schedule on a daily basis in the event of force majeure situations, including non-workable days due to weather conditions or natural disasters. Each day on which a force majeure situation exists shall result in an extension of the critical path agreement schedule by one normal working day.

21.8. The Contractor's payment obligations shall never be suspended due to force majeure. Force majeure does not entitle the Contractor to a price adjustment, additional compensation, or damages.

PART II: PURCHASE TERMS AND CONDITIONS

Article 22: Method and place of delivery

22.1. Unless the Agreement provides otherwise, the delivery of Goods/items shall take place in accordance with the applicable Incoterm DDP (Delivered Duty Paid). Transport therefore takes place at the expense and risk of the Contractor. Breakage and/or damage occurring during loading, transport and/or during unloading and storage shall be at the expense of the Contractor, unless it is demonstrated that the damage was caused by intent or willful recklessness on the part of (employees of) the Client.

22.2. Deliveries shall take place at the time stipulated in the Agreement, or in accordance with the schedule established by the Client. The agreed time/completion of the performance of the Services, Execution of Works and/or the delivery of Goods shall be considered a firm deadline. In the event of late performance/delivery, the Contractor shall be in default by operation of law without notice of default.

22.3. The Contractor is liable to the Client for any penalties or deductions from the contract sum imposed on the Client by the Principal and/or the Contract Administrator, or by other party(ies), due to late delivery of (parts of) the Goods/Execution of Works resulting from delay on the part of the Contractor. The Client has the right to recover these penalties or deductions from the Contractor, possibly by withholding them from payments owed by the Client to the Contractor or by set-off.

22.4. Without prejudice to the Client's right to demand performance of the Agreement, at its choice and discretion, possibly with compensation for damages, the Client has the right to terminate the Agreement in accordance with Article 18 of these General Terms and Conditions if the delivery(ies) do not take place at the agreed time or according to the agreed schedule .

22.5. The Client is entitled to determine the time and/or the delivery/execution schedule at a later stage by call-off and thereby incorporate it into its business operations or project planning, without this giving the Contractor any claim to a price adjustment, additional payment, or any reimbursement/compensation.

22.6. The Client has the right to postpone delivery. In this case, the Contractor will pack the goods correctly and insure, store and secure them separately and identifiably. The Client has this right for a maximum period of ninety (90) calendar days. The costs of storage, safekeeping, insurance and security will be reimbursed and recorded in writing in the form of a Variation.

22.7. Unloading and storage/parking outside the Client's normal working hours may only take place after the Client's prior written approval, unless otherwise stipulated in the Agreement.

22.8. Delivery shall take place as stated in the Agreement. If no place of delivery has been agreed, delivery shall take place at the direction of the Client.

22.9. If, prior to delivery, the Client requests and indicates to the Contractor that delivery is to take place at a location other than agreed, the Contractor is bound to comply with this to the extent that this can reasonably be expected of him.

Article 23: Packaging and shipping

23.1. All Goods for which no specific requirements have been defined regarding packaging and/or shipment must be correctly packed in commercially acceptable packaging suitable for transport, storage, and transshipment, whereby the packaging must be marked in accordance with the instructions of the Client, in which case the Client's order number, the product name, and the number and name of the Client's contact person must always be included.

23.2. All packaging, with the exception of loaned packaging marked as such by the Contractor, shall become the property of the Client at the moment of delivery.

23.3. The Contractor is liable for damage caused by or in connection with the fact that the packaging does not comply with the requirements set out in paragraph 1 of this article.

23.4. If Goods become surplus due to changes in the specifications or other causes beyond the control of the Client, they must be taken back by the Contractor at the invoiced price.

23.5. Unless otherwise agreed, the packaging of the goods supplied by the Contractor and to be returned shall not be paid for by the Client.

23.6. The Contractor shall take back any packaging paid for Goods at the Client's first request, subject to a refund of the costs charged to the Client in this regard.

Article 24: Spare parts

24.1. The Contractor is obliged to maintain a stock of spare parts, components, special tools, and/or measuring instruments for a period normally considered reasonable for the product in question, even if the product is no longer produced. The Contractor shall inform the Client as soon as possible if a product is no longer produced.

Article 25: Prices, price assessments and quantities

25.1. The prices are expressed in euros, unless otherwise agreed, excluding VAT, and include all costs relating to the performance of the Contractor's obligations. The Contractor is responsible for the payment of taxes and levies in connection with the delivery.

25.2. Prices are fixed, unless the Agreement specifies the circumstances under which they may result in price adjustments and the manner in which the changes are determined. No settlement will take place for changes in wages, prices, materials, etc.

25.3. All prices apply to delivery of the Goods free of charge and include all costs of packaging, loading , transport, unloading of the Goods and insurance costs.

25.4. Unless expressly stipulated in the Agreement that the quantities are subject to settlement, the quantities stated in the Agreement are specified as accurately as possible, and such more or less as the work requires shall be delivered, without the Contractor being entitled to demand a price adjustment per unit.

Article 26: Transfer of risk and ownership

26.1. Anything that the Contractor acquires or takes possession of in any manner whatsoever, including but not limited to delivery by third parties, by accession, by commingling, by creation of a new object or otherwise, and which is intended for processing or working within the framework of the Agreement, the supply of Goods, Services or the Execution of Works, shall be held by him (as holder) for the Client (as owner).

26.2. All current and future items acquired by the Contractor intended for the execution of the Agreement shall be delivered in advance by the Contractor to the Client upon conclusion of the Agreement and transferred to the Client in ownership. The Contractor (as holder) shall hold those items for the Client as owner within the meaning of Article 3:115(a) of the Dutch Civil Code from the moment of acquisition. The Client accepts the delivery subject to the resolutive condition that the items in question are inspected and approved by the Client.

26.3. The Contractor further undertakes towards the Client, immediately upon receipt, to mark, register, and administer the goods held by him for the Client in such a manner, and to keep them marked, registered, and administered, such that the goods held by him for the Client can at all times be identified and individualized as being intended for processing or working within the framework of the execution of the Agreement as referred to above, and to provide an indication/statement of all such goods upon the Client's first request and to hand over the relevant goods to the Client.

26.4. If the Client provides materials to the Contractor, such as raw materials, aids, tools, drawings, specifications, and software, for the performance of its obligations, these shall remain the property of

the Client. The Contractor shall store these materials separately from the property of itself or a third party. The Contractor shall mark these materials as the property of the Client.

26.5. As soon as materials, including raw materials, tools, and software of the Client, are incorporated into the Goods of the Contractor, a new thing is created of which the Client is the owner.

26.6. The risks relating to the Goods shall be transferred to the Client at the moment of delivery and upon acceptance of the Goods pursuant to Article 15 of these General Terms and Conditions, unless the Goods form part of the Execution of Works, in which case the Contractor shall be responsible until the completion of the Execution of Works. The Client has the right, prior to payment, to require the Contractor – at the Contractor's expense – to provide an irrevocable bank guarantee from a bank accepted by the Client as a guarantee for the fulfilment of the Contractor's obligations.

Article 27: Invoicing

27.1. The invoices to be sent by the Contractor to the Client must comply with the requirements laid down by or pursuant to the Dutch Turnover Tax Act 1968 (Wet op de omzetbelasting 1968). The Contractor is at all times responsible for the content, accuracy, and completeness of the invoices.

27.2. Invoices must be submitted stating the project or order number indicated by the Client as well as the date of the assignment. The invoice must be submitted to the branch of the relevant (affiliated) company acting as Client, unless a different method of invoicing has been agreed in writing.

27.3. The invoices must be accompanied by receipt slips signed for approval by an authorised representative of the Client.

27.4. Invoices that do not meet the requirements set out in the preceding paragraphs of this article will be returned without being processed and will not be paid.

Article 28: Payment

28.1. Payments shall be made on the basis of an agreed installment schedule and, in the absence of an installment schedule, after the final delivery. The Client is only obliged to pay after:
a) Delivery of the goods in accordance with the Agreement and approval by the Client; and
b) Receipt by the Client of an invoice in accordance with the provisions of Article 27; and
c) Payment by the Contractor of the (advance) social insurance premiums and taxes.

28.2. Payment shall be made within 30 days after all requirements mentioned in the previous paragraph have been met, unless otherwise agreed in writing.

28.3. If Article 10 applies, the provisions of Article 35, paragraphs 3, 4, 5 and 6 shall apply mutatis mutandis.

28.4. If it has been agreed that the Client is required to pay amounts in advance, the Client is at all times entitled to require from the Contractor security for these amounts which, in the Contractor's opinion, is sufficient. Sufficient security shall in any event be understood to mean a bank guarantee callable upon the Client's first request for the amount of the prepaid sums, the costs of the bank guarantee being borne by the Contractor.

28.5. Payment by the Client of the invoices sent by the Contractor does not relieve the Contractor of any warranty and/or liability as arising from the Agreement or the law, and does not imply approval of quantities or delivered quality.

28.6. If, after written notice of default given a period of fourteen (14) days, the Client fails to perform its obligations under the Agreement, whether or not due to attributable failure, the Client shall, without prejudice to the provisions of Article 16.6, only be obliged to pay statutory interest.

PART III: EXECUTION OF WORKS

Article 29: General

29.1. If the Agreement stipulates that the provisions of Article 10 do not apply, Articles 35 paragraph 1 sub c, 3, 4, 5 and 6 and Article 36 paragraph 1 sub b, c, f and g included in this part of the General Terms and Conditions shall not apply.

Article 30: Commencement and completion of the Work; time limits

30.1. The Contractor shall commence the Execution of Works at the time stated in the Agreement or, if applicable, in the schedule of the Client and/or Principal. The Contractor shall perform the Execution of Works in accordance with the schedule received from the Client and deliver the Work at the time stated in the Agreement. The Contractor shall keep the Client informed of the progress of the Work by providing weekly reports to the Client.

30.2. The Work shall be deemed completed if it has been inspected and approved in accordance with the provisions of Article 31.

30.3. Until the date of completion, the Work is at the expense and risk of the Contractor.

30.4. The Client has the right to change the order of the work to be performed if he deems this desirable in connection with the progress of the construction, without being liable for compensation for damages and costs as a result.

30.5. If the Contractor is unable to complete its contractual performance at the agreed time or within the agreed schedule, it is obliged to notify the Client thereof immediately in writing.

30.6. The Contractor is liable to the Client for any fines or deductions imposed on the Client by the Principal and/or the Contract Administrator due to late delivery of (parts of) the Work resulting from a delay in the execution of the Works attributable to the Contractor. The Client has the right to recover these fines and deductions from the Contractor, for example by withholding them from payments still owed by the Client to the Contractor.

30.7. Without prejudice to the Client's right to demand performance of the Agreement at its choice and discretion – possibly with compensation for damages – the Client has the right, in the event of a full or partial exceeding of the commencement or completion dates of (parts of) the Work stated in the Agreement, or of agreed periods within which the Contractor must fulfil its obligations, as well as in the event that, in its opinion, the Execution of Works is not progressing sufficiently, to terminate the Agreement in whole or in part in accordance with Article 18, without being liable for compensation for damages or costs.

Article 31: Incorporation and approval

31.1. The Contractor shall perform the Work in accordance with the requirements of good and sound workmanship, as set forth by the Client and/or its Principal and/or the Contract Administrator, and in accordance with the provisions regarding this in the Agreement and these General Terms and Conditions.

31.2. The Contractor shall notify the Client in writing of the day on which the Work will be completed. There shall be at least two (2) weeks between the day on which the Work will be completed and the written notification thereof by the Contractor.

31.3. The inspection shall take place at the invitation of the Client. The day and time of the inspection shall be communicated to the Contractor as soon as possible, and if possible at least three days before the inspection. The Client may require that the Contractor or their authorised representative be present during the inspection.

31.4. After the Work has been accepted, the Contractor shall be notified as soon as possible whether or not it has been approved; in the latter case, stating the reasons for withholding approval. This notification shall be in writing, unless otherwise agreed. If the Work is approved, the day of approval shall be deemed to be the day on which the Client sent that notification to the Contractor.

31.5. The procedure for readmission following withholding of approval shall be carried out in accordance with the above-mentioned provisions.

31.6. The Contractor shall repair or replace the rejected Work and/or parts thereof at the Client's first request, without the Client being liable for any additional compensation, without prejudice to the Client's right to termination and compensation for damages and costs arising therefrom.

31.7. Acceptance or approval does not relieve the Contractor of any warranty and/or liability as arising from the Agreement, these General Terms and Conditions, and/or the law.

31.8. In the event of rejection of the Work or a part thereof, the Client shall furthermore have the right to suspend payment of the price relating to this Work or part thereof.

Article 32: Maintenance period

32.1. The maintenance period shall commence on the day following delivery of the Work by the Contractor to the Client and shall end at the time the maintenance period agreed for the total Work between Principal and the Client ends, unless otherwise provided in the Agreement. In the event that the maintenance period is not specified in the Main Contract, the maintenance period shall end twelve (12) months after delivery of the Work by the Client to Principal.

32.2. The Contractor is obliged, upon first notification from the Client, to remedy at its own expense, to the satisfaction of the Client, and within a period to be determined by the Client in a reasonable manner, any defects that become apparent during the maintenance period.

32.3. At the end of the maintenance period, the Work will be inspected again to determine whether the Contractor has fulfiled its obligations.

Article 33: Price, additional work and quantities

33.1. The price stated in the Agreement is fixed, unless expressly agreed otherwise in writing. No adjustment will be made for changes in wages, prices, materials, etc. The agreed price is exclusive of VAT.

33.2. Article 7:753 of the Dutch Civil Code is expressly excluded and does not apply to the Agreement.

33.3. The Contractor may only charge the Client for additional work if and to the extent that the Client has expressly instructed him in writing to carry out this additional work and agreement has been reached regarding the price thereof.

33.4. The Client has the right at all times to offset reduced work against the contract sum, even if it concerns work that, although commissioned to the Contractor, was not performed by the Contractor but by a third party.

33.5. Unless expressly stipulated in the Agreement that the quantities are subject to adjustment, the quantities stated in the Agreement are specified as accurately as possible, and the Contractor shall deliver as much more or less as the work requires, without being entitled to demand a price adjustment.

Article 34: Invoicing

34.1. The invoices to be sent by the Contractor to the Client must comply with the requirements laid down by or pursuant to the Dutch Turnover Tax Act 1968 (Wet op de omzetbelasting 1968). The Contractor is at all times responsible for the content and accuracy of the invoices. The Contractor must, in any event, clearly and comprehensively state the following information on the dated and numbered invoice:
a) The contract number relating to the Work;

b) The Work and the place(s) of execution to which the invoice relates;
c) The period and the performance to which the invoice relates;
d) The amount of the wage bill included in the invoiced amount;
e) Name, address, place of residence and VAT number of the subcontractor;
f) A statement indicating whether or not the reverse charge mechanism (as referred to in Article 24b of the Dutch Turnover Tax Implementation Decree 1968 (Uitvoeringsbesluit omzetbelasting 1968)) applies. If applicable, stating 'turnover tax reversed' and the Client's turnover tax number. If not applicable, stating the amount of turnover tax.
g) The Contractor's registration number with the Employee Insurance Agency (Uitvoeringsinstituut Werknemersverzekeringen or UWV) in accordance with the provisions of Article 10, paragraph 8;
h) The Contractor's payroll tax number;
i) The Contractor's G-account number as referred to in Article 10.

34.2. In the event of a dispute regarding the applicability of the reverse charge mechanism as referred to in sub f. above, the Client shall seek advice thereon from an advisor and/or the Tax and Customs Administration. The costs for this shall be borne by the Contractor.

34.3. Invoices from the Contractor must be submitted stating the project, project and contract number indicated by the Client, as well as the date of assignment.

34.4. The Contractor is not entitled to increase the invoices with a so-called credit limitation surcharge.

34.5. Invoices that do not meet the requirements set out in the preceding paragraphs of this article will be returned without being processed and will not be paid.

Article 35: Payment: final settlement

35.1. Payments shall be made on the basis of an agreed installment schedule, and in the absence of an installment schedule, after completion of the Work. The Client shall only be obliged to pay after:
a) The Contractor has delivered the Work or the part thereof to which a (installment) payment relates to the Client in accordance with the provisions of Article 31, or has reported a part as ready and this has been approved by the Client, or has completed a part to the satisfaction of the Client, and;
b) by the Client having received an invoice in accordance with Article 34, and;
c) which the Contractor has demonstrated to the Client by means of documentation that it has paid the employees who have performed the Agreement what is due to them, as well as – insofar as the provisions of Article 10 apply – that the Contractor has paid the social insurance contributions and wage tax due for these employees, or makes it sufficiently plausible that these obligations will be fulfiled.

35.2. The Client shall make the payments within thirty (30) days after the time that all conditions described in the previous paragraph have been met, unless otherwise agreed in writing.

35.3. The Client shall at all times have the right to withhold the social insurance contributions and wage tax owed by the Contractor in connection with the performance of the Agreement – for which the Client is liable as referred to in Article 10, paragraph 3 – from any amount payable by the Client to the Contractor. The amount to be withheld, which is determined on the basis of the number of hours worked recorded in the man-day register, shall be stated in the Agreement. If the Contractor fails to comply sufficiently with the obligation of Article 10, paragraph 7 of these General Terms and Conditions, the Client shall have the right to increase the amount to be withheld.

35.4. The Client shall pay the amount withheld from the Contractor directly to the UWV and/or the Tax and Customs Administration, without prejudice to the Client's right to pay the withheld amount at any time without giving reasons by depositing it into the Contractor's g-account as referred to in Article 10.

35.5. By payment of the withheld amount in accordance with the provisions of paragraph 4 of this article, the Client is fully discharged towards the Contractor insofar as this amount is concerned.

35.6. At all times, the Client is entitled to amend the percentages determined upon entering into the Agreement if, based on the information known to him, he reasonably judges that the Contractor will actually owe a higher amount of (advance) social insurance premiums and payments in connection with the execution of the Agreement than the amount resulting from the percentage determined upon entering into the Agreement. In the event that the Client proceeds to amend the said percentages, he shall notify the Contractor thereof in writing.

35.7. If it has been agreed that the Client is required to pay amounts in advance, the Client shall at all times have the right to require from the Contractor security for these amounts that is, in the Contractor's opinion, sufficient. Sufficient security shall in any event be understood to mean a bank guarantee callable upon the Client's first request for the amount of the prepaid sums, the costs of the bank guarantee being borne by the Contractor.

35.8. Payment by the Client of (parts of) the Work (possibly including deliveries made) does not release the Contractor from any warranty and/or liability as arising from the Agreement and/or the law, and does not constitute acceptance of the performance delivered.

35.9. If, after written notice of default given a period of (14) days, the Client fails to perform its obligations under the Agreement, whether or not in a manner attributable to it, the Client shall, without prejudice to the provisions of Article 16.6 of the General Terms and Conditions, only be obliged to pay statutory interest.

Article 36: Obligations of the Contractor

36.1. The Contractor undertakes towards the Client:

a) to possess a valid registration certificate from the UWV, as well as a business permit, insofar as required, and to present these documents at the request of the Client;
b) to provide the Client, upon request, with a list of all employees employed, whether or not seconded;
c) The Client shall provide the payroll statements or the man-hour record for inspection upon request. Upon request, the Contractor shall submit a weekly man-hour record to the Client in accordance with a model to be determined by the Client, which shall include, among other things, the name and address of the employee, the registration number, the gross daily wage, and the number of hours worked;
d) all obligations towards the employees employed by the Contractor, whether or not seconded;
e) with all statutory obligations regarding the remittance of (advance) social insurance premiums, as well as wage tax, related to the work assigned to him, and furthermore to strictly adhere to the applicable collective labour agreement;
f) on each occasion, without delay a recent statement from the Tax and Customs Administration and/or the UWV regarding his payment behaviour concerning the due (advance) social insurance premiums and wage tax;
g) to organize his administration in accordance with the Act, as referred to in Article 10;
h) The Client shall, upon request and free of charge, provide all information for his administration or for that of his Principal;
i) to organize the execution of his work in such a way that the Client's health and safety and environmental policy and the applicable regulations for the protection of air, soil, and water, as derived from legislation and regulations and the permits granted for the work, are complied with.

36.2. The Contractor accepts that the Client is not liable for costs or damage incurred by the Client as a result of delay in the work, regardless of the cause.

36.3. The Contractor shall verify all plans, drawings, calculations, and specifications made available by the Client and immediately notify the Client of any errors, inconsistencies, ambiguities, or omissions therein. In the event of non-compliance with this duty to warn, the Contractor shall be liable for the damage resulting from the error, inconsistency, ambiguity, or omission.

Article 37: Laws, regulations and permits

37.1. The Contractor is deemed to be familiar with all regulations issued by or pursuant to law, which the Client, pursuant to the Main Contract concluded by the Client with its Principal, is ought to comply with and observe in the execution of the work of which the Work described in the Agreement forms a part. Permits and/or exemptions granted to the Client in connection with the execution of the Main Contract are available for inspection by the Contractor.

37.2. The Contractor undertakes to comply with and observe all regulations referred to in the previous paragraph, relating to the parts of the work to be performed by him, in the same manner as the Client would be required to comply with and observe them if he were to perform this part of the Work himself. The Contractor shall reimburse the Client for all damage and costs caused by non-compliance therewith and shall indemnify the Client against third-party claims in this regard, including all measures taken by the government to enforce those regulations.

37.3. The Contractor is personally responsible for any permits required in connection with the execution of his assignment. He is also responsible for ensuring that any subcontractors he may engage possess the required permits.

Article 38: Damage to or loss of property

38.1. The Contractor is liable for damage to auxiliary materials, structures, equipment , as well as items incorporated into the work and items not yet incorporated that have been brought to the construction site by the Contractor, including damage due to theft, loss of value, vandalism, and damage including arson. The Contractor shall ensure adequate insurance coverage for this risk, possibly by taking out Construction All Insurance. Risks (hereinafter: ' **CAR** ') insurance.

38.2. If a CAR insurance policy has been taken out by the Client or his Principal for the construction work, under which the Contractor is co-insured, the Contractor may request the Client to provide him with a copy of the insurance certificate. The Contractor also bears the obligations imposed on (co-)insured persons by the insurance conditions. The deductible applicable to the insurance shall be borne by the Contractor. With regard to the cases referred to in paragraph 1, the Contractor may not invoke the CAR insurance. Claims under the CAR insurance only arise from a declaration to that effect by the Client (or his Principal) to the insurers.

Article 39: Organisation of the construction site

39.1. The Contractor is obliged to follow only the orders and instructions given by the Client. However, the Client may request his Principal (or his authorised representative or the Contract Administrator) in writing, after consultation with the Contractor, to give his orders and instructions directly to the Contractor. The Contractor shall only comply with these direct orders and instructions given by or on behalf of the Principal after receipt of a written notification of said request. At the moment that the Contractor receives direct orders and instructions from the Principal or his authorised representative or the Contract Administrator without having received said written notification from the Client, the Contractor is obliged to notify the Client thereof in writing without delay.

39.2. The Contractor is obliged to follow the instructions of the Netherlands Labour Authority (Nederlandse Arbeidsinspectie; formerly Inspectie SZW), as well as of any advisor engaged by the Client, regarding the organisation of the construction site, including with regard to the storage and safety of materials and the safety of the work to be performed.

39.3. Any rest days, public holidays, vacation days, or other days off established or to be established, prescribed generally or at the Work site, or days of rest or public holidays prescribed by the government or pursuant to a Collective Labour Agreement, shall also apply to the Contractor and its personnel performing work at the Work. Any additional costs incurred by the Contractor arising therefrom shall not be recoverable from the Client. The latter also applies if the services of the Contractor cannot be utilized due to a strike at the Client or at third parties, including the Principal.

39.4. The work/deliveries to be performed by the Contractor shall take place within the working hours applicable at the construction site, whereby the Contractor (and its employees) shall adapt to the Client's holiday, working, and break times. If the Client so desires to continue working during the winter season, the Contractor is obliged to cooperate in this regard.

39.5. The names of employees employed by the Contractor at the Work shall be made known to the contractor of the work to be performed in a timely manner, whereby the details of each of these employees as referred to in Articles 10.7 and 10.10 shall be provided.

39.6. The Client has the authority to deny employees of the Contractor access to the construction site or to have them removed due to unsuitability, disturbance of the peace, misconduct, etc.

39.7. Unless the Contractor himself or his authorised representative is present at the Work site, a person must always be present during the execution of his work who has been instructed to follow orders and directions from or on behalf of the Client and to convey these without delay to the Contractor or his authorised representative. The name of this person must be made known to the Client's site manager and to any Contract Administrator present on site. This person must report to the Client's site manager at the start, interruption, or termination of the work.

39.8. The Contractor shall cooperate in keeping the construction site clean. In particular, he is obliged to always dispose of, at his own expense, the rubble and construction waste generated during his work, including used packaging material, tools and equipment, as well as residual material and consumables, in a legal and proper manner. The disposal of the generated rubble, etc., shall take place in containers belonging to the Contractor, unless otherwise agreed in writing.

39.9. It is not permitted to park vehicles on the construction site, outside the parking area (if any) designated for storage at one's own risk. Any parking costs in the public area shall be borne by the Contractor.

Article 40: Other provisions

40.1. Articles 7:751, 7:761(1) and 7:764(2) of the Dutch Civil Code (Burgerlijk Wetboek) do not apply.