

**THE GENERAL CONDITIONS OF PURCHASE OF PON SERVICES B.V.
AND ITS GROUP COMPANIES**

1. Definitions

In these General Conditions of Purchase (hereinafter also: these conditions), the following terms will have the following meaning:

- a. Services: the services to be provided by the Supplier to the Client based on the Agreement, including designs or partial designs and any supporting documentation on which they are based, and any resulting goods and/or services;
- b. Equipment: all vehicles, gear, cranes, scaffolding and parts thereof, consumer goods and suchlike, that the Supplier uses in the execution of the Agreement, with the exception of Goods to have to be used in the creation of material objects;
- c. Supplier: the other party of the Client in the Agreement;
- d. Delivery: placing Goods in the possession or power of the Client and/or executing the agreed Services;
- e. Materials: Goods as referred to in article 18b that are used to create the material objects or to execute the Agreement, with the exception of Equipment to be used;
- f. Order: a document sent by the Client to the Supplier with an order reference and, depending on the situation, which has to be considered either as an offer or as an acceptance, in which are included all the specific terms and conditions that apply to the provision of goods or services;
- g. Client: Pon Services B.V. (having its registered office and principal place of business in (1329 BN) Almere at Rondebeltweg 31, listed in the Commercial Register of the Chamber of Commerce under number 20043887) and/or one or more of its affiliated group companies within the meaning of section 2:24b of the Netherlands Civil Code;
- h. Agreement: the agreements recorded in writing between the Client and the Supplier on the provision of Goods and/or Services by the Supplier to or on behalf of the Client;
- i. Parties: Client and Supplier;
- j. In Writing: by mail, by fax, by email or electronically in a different manner;
- k. Goods: the movable Goods to be Provided by the Supplier to the Client under the Agreement, including mounting or installing such Goods, including designs or partial designs and any supporting documentation on which they are based, and any resulting Materials and/or Services;

2. Applicability

- a. These conditions will apply to all requests and Orders of the Client, offers from the Supplier and Agreements between the Parties with regard to the provision of Goods and/or Services by the Supplier to or on behalf of the Client.
- b. Any general terms and conditions, whether for purchase, Delivery or otherwise, or sectorial conditions, by whatever name, of the Supplier, are explicitly rejected by the Client.
- c. If there is a conflict between the Agreement between the Client and the Supplier and the contents of these conditions, the contents of the Agreement will prevail.

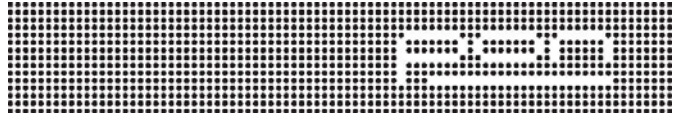
- d. Stipulations from these conditions and the Agreement will not apply if they are contrary to the relevant provisions of mandatory law. If any stipulation in these conditions or in the Agreement is null and void or unenforceable, this will not impair the validity of the other stipulations in these conditions and the Agreement. The Client is entitled to unilaterally review these conditions on a regular basis and the Client will inform the Supplier of this review.

3. Offers and formation of the agreement

- a. If the Supplier submits an offer, orally or in writing, the Agreement will be formed by the Client accepting this offer in writing ("the Agreement").
- b. The Supplier will ensure that the offer will include in any event the following information: the name and address of the Supplier, the name and address of the Client, the article number of the Client (if applicable), clear description of the Goods and/or Services, the number of Goods and/or Services to be provided, the unit price where the VAT is not included, the amount of VAT to be paid in Euros, name, address and VAT identification number of a tax representative if that person will be paying the VAT, the VAT identification number of the Supplier, Supplier's Code (if applicable), bank account number of the Supplier, Delivery date and package slip number.
- c. If the Supplier submits an offer through its website, the Agreement will be formed by acceptance by the Client by means of an Order. The acceptance by the Client will also be considered proof of receipt of the offer.
- d. Any offer by the Supplier, whether or not subject to contract, cannot be withdrawn after acceptance by the Client. An offer made by the Supplier will remain valid for a period of at least ninety days.
- e. If an Order is placed by the Client with the Supplier without a previous offer from the Supplier, the Agreement will be formed by acceptance by the Supplier of the Client's Order. An Order is considered to be accepted:
 1. If the Supplier explicitly accepted the Order;
 2. As soon as the Supplier has commenced execution of the Order; or
 3. If the Supplier has not explicitly refused the Order within three (3) workdays of the Order being sent.
- f. If no Order has been provided, the Client will reserve the right to refuse any Goods and/or Services, and, directly or indirectly, return them at the expense of the sender.
- g. Any oral notifications or undertakings by representatives, agents or intermediaries of the Client will only bind the Client if and to the extent that the Client has confirmed or confirms this in writing to the Supplier.
- h. The costs of an offer will be at the expense of the Supplier.

4. Orders

When the Client has identified and authorised persons in its organisation to act as its contact for the execution of the agreement concluded with the Supplier then the Goods and/or Services may only be ordered by these authorised contacts of the Client by means of an Order. If these Orders are sent by other



persons than these authorised contacts then the Client will at all times have the right to withdraw the Order against no cost.

5. Transfer of rights and/or obligations

- a. The Supplier may only transfer an obligation under an Agreement with the Client to a third party with the Client's prior consent in writing. The Client may attach reasonable conditions to this consent, including in any case that the third party will confirm to the Client in writing to be bound by these conditions in respect to the Client.
- b. If the Supplier transfers all or part of its obligations under the Agreement, the Supplier is obliged to inform the Client in writing which securities it has provided for payment of VAT, income tax and social security contributions with regard to the Delivery under the Agreement.

6. Failure

If the Supplier fails to fulfil its obligations under the Agreement in full, on time or in a proper fashion, the Supplier will be in default without any notice of default being required and, without prejudice to any other rights of the Client and without any obligation to pay damages, the Client will have the right to terminate or dissolve the Agreement(s), in part or in full with immediate effect or to suspend the performance or further performance of the Agreement. In these instances, the Client will also have the right to have the Agreement executed by third parties at the risk and expense of the Supplier.

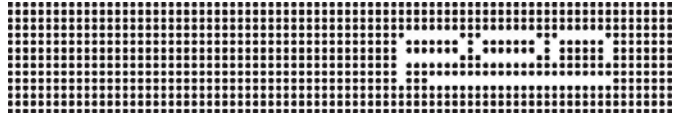
7. Force majeure

- a. The Supplier has only the right to rely on force majeure if and to the extent that the performance of its obligations under the Agreement is impeded by circumstances that are reasonably outside the Supplier's control. A reliance on force majeure will only succeed if the Supplier informs the Client of this in writing as soon as possible but at least within five workdays after such circumstances have occurred on submission of the necessary evidence.
- b. The Supplier undertakes, to the extent that this can reasonably be expected from the Supplier, to terminate or have terminated as soon as possible any cause of the force majeure.
- c. Force majeure will in any case not include: inadequate availability of adequately qualified employees, illness of employees, strikes, lockouts, lack of raw materials, transport problems, non-performance by suppliers of their obligations, defects in the Supplier's production, any failure by third parties engaged by the Supplier, liquidity or solvency problems of the Supplier and/or third parties engaged by the Supplier, or a threatening delay in the execution of the Agreement. These aforementioned circumstances will be at the risk and expense of the Supplier.
- d. If a reliance on force majeure is justified, the impacted obligations of the Supplier will be suspended for the term of the force majeure as well as any corresponding obligations of the Supplier.
- e. If the Supplier is prevented by force majeure to fulfil an essential obligation from the Agreement for more than 14 days, the Client will have the right to dissolve the Agreement by written notice to the Supplier. This will be done against payment of a proportional

part of the compensation for the Supplier as stated in the Agreement, in proportion to the extent of the Delivery according to the Agreement on the date of notice of termination. The Client is not obliged to pay any damages or to reimburse any expenses than as referred to above.

8. Termination of the Agreement

- a. In the event when the Supplier fails to perform any obligation from the Agreement, or if the Supplier is declared bankrupt, has been granted (provisional) suspension of payment, if the Supplier's business is closed down, if a decision has been taken to wind up the Supplier's company, if one or more of the permits that are essential for the Supplier's business are withdrawn, if the corporate assets of the Supplier or the Goods intended for the execution of the Agreement are attached, if the Supplier's company is wound-up, taken over or any comparable situation applies to the Supplier's company, the Client is entitled to terminate the Agreement in full or in part, without prejudice to the Client's rights under the agreement and the law.
- b. Without prejudice to the other rights of the Client under the agreement and the law, the Client may terminate the Agreement in full or in part if the Supplier or one of its employees or representatives offers or is offered or provides or has provided any advantage, in whatever form, to the directors, representatives, employees and/or persons working for the Client.
- c. In case of termination of the Agreement as referred to in article 8a and/or 8b, the Client is not liable to pay any damages. The Supplier must indemnify the Client against claims by third parties that may arise in connection to the termination of the Agreement.
- d. In case of termination of the Agreement as referred to in article 8a and/or 8b, the Supplier will compensate any costs already incurred by the Client in connection with the Agreement, without prejudice to the rights of the Client to claim full damages. In such a case the Supplier will also reimburse the Client for any payments or advance payments made by the Client, increased with the statutory interest for business transactions from the day of payment.
- e. The Client will always have the right to terminate early the Agreement, without stating the reason, subject to a term of notice of one (1) month. In case of early termination, the Supplier will be entitled to charge to the Client the actual, reasonable direct costs it had incurred until the date on which the Agreement was terminated, provided that these costs have been adequately substantiated in the Client's opinion. The Client is not liable to pay any further costs or damages that the Supplier may incur as a result of this termination. The Supplier is not allowed to terminate early the Agreement.
- f. The Client will always have the right to suspend the Agreement in full or in part, without having to state the reasons and without having to pay any damages or compensation. The Supplier will immediately cease execution of the Agreement after receiving the notice of suspension in writing.
- g. Termination, early termination and/or suspension will take place by registered mail to the Supplier, stating the wish for termination, early termination and/or suspension of the Agreement.



9. Purchase contract and standards

- a. If and to the extent that the Client's Order refers to any documents, these documents will form part of the Agreement.
- b. If the Order and/or any documents concerning a request or offer with regard to the Delivery of Goods and/or Services contain an error, omission or obscurity of which the Supplier is aware, the Supplier will notify the Client of this forthwith.
- c. The Delivery of a Good and/or Service must be carried out in accordance with the requirements of sound work, to the latest technical knowledge and the stipulations in the Agreement. The Supplier will have to observe the accepted engineering practices and work according to the highest professional standards, whether or not these have been stated explicitly in the Agreement. Goods and/or Services will have to comply with all the relevant statutory provisions, including the national and European legislation and regulation with regard to, among other things, guarantees, quality, safety, health and environment (including energy, packaging, waste disposal and emission standards), such as the CE standards and many more.

10. Alterations

- a. Unless agreed to otherwise in writing, the Client will at all times have the right to alter and/or add to a placed Order, even following the formation of the Agreement. The Supplier must execute all alterations and/or additions to the Agreement indicated by the Client, unless these alterations and/or additions cannot in all fairness be executed and the Supplier has informed the Client of this fact within ten (10) workdays.
- b. If the alterations and/or additions referred to in article 10a have any consequences for the agreed price and/or the Delivery time, the Supplier will have to inform the Client of this in writing as soon as possible, but at least five (5) workdays after having been informed of the alteration or addition. If the Supplier fails to do so, the altered Order will be executed according to the originally agreed price, Delivery time and other conditions.
- c. If the consequences of the alterations and/or additions for the price and/or the Delivery time are, in the Client's opinion, unreasonable, the Client is entitled to terminate or cancel the Agreement, without being liable for damages.
- d. Without the prior consent in writing by the Client, the Supplier is not entitled to replace persons that were originally charged with the execution of the Agreement, either temporarily or permanently, unless it has been agreed to otherwise. The Client cannot unreasonably refuse this consent, and may attach further conditions to this consent. If these persons are replaced, the fees applying to the original persons will not be increased.
- e. If the Client wishes other people to execute the Agreement because the Client is of the opinion that this in the interest of a proper execution of the Agreement, the Client will inform the Supplier of this in writing, stating the reasons. The Supplier will replace these persons as soon as possible. If these persons are replaced, the fees applying to the original persons will not be increased.

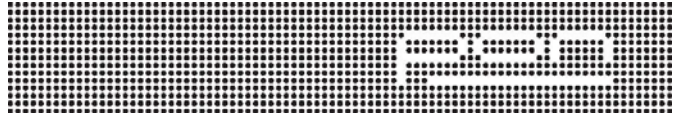
- f. If the persons referred to in articles 10d and 10e are replaced, the persons replacing them must be at least, in terms of expertise, training and experience, equal to the originally deployed persons.

11. Delivery and time of Delivery

- a. The agreed time of Delivery is a deadline. If Delivery does not take place on time, the Supplier will be in default, without any demand or notice of default being required. In such a case the Client is entitled to suspend its payment obligations with respect to the Supplier and the Supplier is obliged to compensate the Client for the overdue Delivery and any financial loss it may have incurred.
- b. The Supplier will immediately inform the Client in writing of an imminent failure to meet the Delivery time. This notification will not prejudice any consequences and liability for this failure.
- c. Delivery will take place at the agreed location and time. Unless explicitly stipulated otherwise in the Agreement, the Delivery conditions for the Delivery of Goods are DDP (Delivered Duty Paid) Inco terms (last published version). Each Delivery of Goods must be accompanied with a bill of lading. A signature placed on a bill of lading, package slip or a comparable document does not constitute acceptance of the Delivered Goods.
- d. In the event of an overdue Delivery, the Client has the right to reduce the total amount of the Goods or Services to be provided with one percent (1%) for each day that the Supplier continues to be overdue with the performance of the Agreement. All this without prejudice to all the other rights the Client may have in connection with overdue Delivery, including the right to compensation of all costs, damage or loss and interests and the right to terminate the agreement.
- e. The Client has the right to suspend the Delivery or a partial Delivery. In such an event the Supplier will carefully package the Goods concerned and store, conserve, secure and insure them separately and recognizably. The Client will compensate any demonstrable loss the Supplier may incur as a result of this.
- f. The risk of the Goods that have been delivered in excess and are stored with the Client will remain with the Supplier until agreement has been made on what will be done with these Goods. The storage costs are payable by the Supplier.
- g. Partial Delivery will only be allowed by prior consent of the Client.

12. Indemnification and documentation

- a. The Supplier will guarantee that no third-party rights are attached to all which forms part of the Delivery and indemnifies the Client against claims of third parties with regard to this.
- b. The Delivery will also include supporting documentation, such as user manuals, product information, any quality marks or certificates.
- c. The Client is free to use the documentation referred to in article 12b, including multiplying this for its own use.
- d. Any alterations and additions to the original Agreement will be incorporated in the documentation by the Supplier on Delivery.



13. Packaging

- a. The Client will at all times have the right to return the packaging materials, used for transport or otherwise, to the Supplier at the risk and expense of the Supplier.
- b. The processing or destruction of these packaging materials is the responsibility of the Supplier. If these packaging materials are processed or destroyed at the request of the Supplier, this will be done at the risk and expense of the Supplier.
- c. The Supplier will ensure that the Delivery is packaged properly for transport.

14. Price and price adjustment

- a. Prices are exclusive of VAT and include all costs, including transport, packaging and insurance, incurred in connection with the Goods up to and including the Delivery.
- b. The prices are fixed, unless explicitly stated otherwise in the Agreement.
- c. Carrying out more or less work than stated in the Agreement is only allowed with prior written consent from the Client.
- d. Unless explicitly stated otherwise in the Agreement, the Supplier's Orders will state the prices in Euro's.

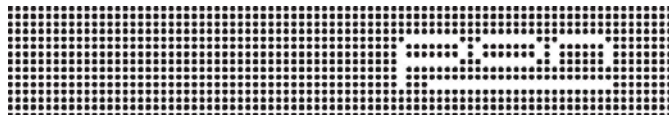
15. Invoicing and payment

- a. Invoicing will only take place after the Client has accepted the Goods and/or Services to which the invoice relates. The acceptance of the Delivered Goods and/or Services does not constitute in any event an acknowledgment as to the conformance or sound condition of these Goods and/or Services. The Client will therefore reserve the right following the acceptance of the Goods and/or Services to invoke defect in the performance or non-conformance.
- b. Invoices must contain the following information: Order number provided for the Delivery concerned of the Goods and/or Services, name and address of the Supplier, the name and address of the Client, the article number of the Client (if applicable), clear description of the Goods and/or Services, the number of Goods to be provided and/or Services to be rendered, the unit price where the VAT is not included, the amount of VAT to be paid in Euros, name, address and VAT identification number of a tax representative if that person is to pay the VAT, the VAT identification number of the Supplier, Supplier's Code (if applicable), bank account number of the Supplier, Delivery date and package slip number.
- c. Unless explicitly stated otherwise in the Agreement, the Client will pay the invoices within 60 days after receipts of the invoice.
- d. The Client is entitled to suspend payment of any invoice if the Client has noted a defect in the Delivered Goods and/or Services (including installation/mounting).
- e. Payment of an invoice by the Client does not constitute in any way whatsoever approval of the Delivered Good or a waiver of any right by the Client.
- f. If advance payments have been agreed, the Client is entitled to demand at all times from the Supplier that he provide security for the advance payment to the satisfaction of the Client, for example in the form of a bank guarantee.

- g. If advance payments have been agreed, the Supplier will report on the progress on the work to the Client, at least on a weekly basis.
- h. Except by written permission from the Client, the Supplier is not allowed to transfer its claims to third parties.
- i. The Client has the right to set off any outstanding claims the Client may have on the Supplier and all its affiliated companies at each payment by the Client to the Supplier of the amount the Client has to pay to the Supplier. The Supplier is not allowed to set off any amount it has to pay the Client with any claims the Supplier may have on the Client.

16. Warranty

- a. The Supplier warrants that the Goods and the installation/mounting thereof (to the extent that this forms part of the Agreement), will conform to the Agreement, including the stipulations set out above in article 9c, and have been executed according to a high standard.
- b. The Supplier warrants that the Goods are complete and ready to use. The Supplier will ensure that, among others, all parts, auxiliary materials, auxiliary equipment, tools, spare parts, user manuals and instruction booklets, necessary for the use of the Goods by the Client, are provided as well, even if they have not been specifically included in the Agreement.
- c. The Supplier warrants that following the Delivery, parts for the Delivered Goods and/or Services can be delivered to the Client for a period of at least 5 (five) years.
- d. The Supplier will provide a warranty on the Goods and/or Services provided to the Client during a period of at least twelve (12) months after putting these Goods into operation, with a maximum term of 24 months after Delivery of the Goods. The Supplier will provide a warranty for the Services provided during a period of twenty-four (24) months following the date on which these Services had been provided.
- e. All the defects found by the Client in the Goods and/or Services provided by the Supplier will be repaired by the Supplier at first demand within a reasonable period to be determined by the Client at the risk and expense of the Supplier. The Client will also have the right to demand replacement in lieu of repairs. If the Supplier fails to fulfil this obligation or, following consultations with the Supplier, there are reasonable grounds to assume that this obligation will not be fulfilled on time or in a proper manner, then the Client will have the right, without any additional demand and at the risk and expense of the Supplier, to have a third party to carry out repairs or to provide with a replacement or to take the necessary steps itself.
- f. Following the repairs or replacement as referred to in article 16e, the warranty periods referred to in article 16d will again apply for the repaired or replaced Goods and/or Services, for the complete term as of the renewed putting into operation and/or renewed Delivery.
- g. If the Supplier fails to accept the returned Goods and/or Services provided by the Supplier but rejected by the Client within a period set by the Client, then the Client will have the right to return these Goods and/or Services to the Supplier at the risk and expense of the Supplier.



17. No obligation to complain

- a. Notwithstanding the provisions of section 6:89 and 7:23 of the Netherlands Civil Code, the Client may at all times invoke a found defect in the Goods and/or Services provided by the Supplier. In so doing, the Client will not be obliged in any manner whatsoever to notify the Supplier of the discovery of that defect (or the non-conformance) within a set period and the Client will, incidentally, not be restricted either in any manner whatsoever in the opportunities to invoke that defect (or non-conformance).

18. Risk transfer and transmission of ownership

- a. The ownership of the Goods will be transmitted to the Client as soon as these Goods are on the Client's premises or at the location indicated by the Client where these Goods have to be delivered or as soon as these Goods have been paid by the Client, whichever is earlier.
- b. If the Client provides the Supplier with Materials, such as raw materials, auxiliary materials, tools, drawings, specifications and/or software, for the execution of the Agreement, these Goods will remain the property of the Client. The Supplier will treat these Goods with care and keep these apart from other Goods, and mark these Goods as the Client's property.
- c. If the Supplier processes Materials, such as raw materials, auxiliary materials and software, which the Client has provided to the Supplier, and this results in a new Good, this new Good will become the property of the Client from the beginning.
- d. The risk of the Goods will be transferred to the Client only after these Goods have been Delivered (in accordance with article 11) and subsequently accepted (within the meaning of article 15a).
- e. Employees of the Supplier and (employees of) third parties engaged by the Supplier will always work, also on the Client's premises, at the risk and expense of the Supplier. Goods owned by the Supplier are and will remain at the risk and expense of the Supplier, until the time as referred to in article 18d.
- f. The Supplier will keep the Goods insured against all usual risks at his expense and for as long as these Goods are at its risk.

19. Intellectual property rights

- a. The intellectual property rights (IP rights) related to the Goods and/or Services are vested in the Client. When necessary, the Supplier will transfer these IP rights to the Client. At first request, the Supplier will always cooperate in further implementing such a transfer. Transfer of IP rights includes also the transfer of personality rights, if legally permitted.
- b. The Supplier acknowledges that, by the transfer referred to in the first paragraph, the Client will be or become entitled exclusively and in full to the unencumbered IP rights. To the extent that the IP rights, or a part of them, cannot be transferred in full, the Supplier will hereby waive the right to invoke these rights against the Client. The Supplier will not be allowed to make independent use of the IP rights without the Client's prior permission in writing.
- c. The Supplier does not have the right to apply or obtain intellectual property rights protection under any law concerning the Goods

and/or Services, anywhere in the world, without the Client's prior permission in writing.

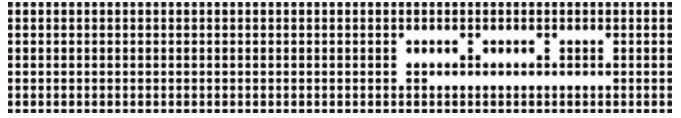
- d. The Supplier declares and guarantees the Client that the execution of the Agreement and the use of the Goods and/or Services by the Client that can reasonably to be expected, will not violate the (IP) rights and thereto connected or related rights, such as personality rights of third parties, or will in any other way be unlawful in respect to third parties. This also means that third parties engaged by the Supplier to execute the Agreement cannot claim any rights and/or financial compensation in this matter. The Supplier will indemnify the Client against all damage and loss (including judicial and extrajudicial costs) that may occur at any given time for the Client as a result thereof.
- e. Apart from the agreed price, the Supplier is not entitled to any other payment (by whatever name), not even in case of reprints, updating, or reuse of (any components of) the Goods and/or Services.
- f. The Client has the right to effect (or have effected) alterations or additions to the Goods and/or Services that it considers useful and/or desirable. The Client will not require the Supplier's consent for this and the Supplier waives its right to invoke any of its (IP) rights, if any, in this matter and connected or related rights, such as personality rights. On request, the Supplier will advise on effecting those alterations or additions to the Goods and/or Services. However, the Client is never obliged to follow the Supplier's advice.

20. Confidentiality

- a. The Supplier undertakes to keep confidential all drawings, descriptions, specifications, models, constructions, schedules, technical documents and other business information, as well as knowhow in the broadest sense of the word, of the Client, that he has been made or become aware of in any manner. This excludes the information that the Supplier has to provide to the third parties that he has engaged for the execution of the Agreement.
- b. If the obligation of confidentiality as referred to in article 20a is not observed by the Supplier, its employees, other persons and/or third parties the Supplier has engaged, the Supplier will forfeit to the Client an immediately payable penalty sum of €25,000 for each violation, to be increased with €1,000 for each day that the violation continues, without prejudice to the right of the Client to claim damages in full in so far as the damage or loss exceeds the forfeited penalty sums.

21. Liability

- a. The Supplier will be held liable for all damage or financial loss as a result of and/or in connection with the execution of the Agreement or the Delivery of Goods and/or Services made by the Supplier or by others under its instructions.
- b. The Supplier will indemnify the Client against all claims from third parties that may have arisen as a result of or in connection with the Delivery of the Goods and/or Services.
- c. The Supplier will take out an adequate product, professional or business insurance on market terms with a reputable insurance company and will remain insured for compliance with its



obligations under the Agreement and will provide the Client with a copy of the relevant insurance policy and connected policy conditions, at the Client's first request.

- d. Except for gross negligence or intent from the Client or persons actually managing the Client's company, the Client will not be liable for any direct and/or indirect damage the Supplier or third parties may have sustained.

If, for whatever reason, the aforementioned limitation of Client's liability cannot be upheld in law or otherwise, then, except for gross negligence or intent from the Client or persons actually managing the Client's company, the liability, if any, on the part of the Client for damage sustained by the Supplier or third parties will always be limited to the direct damage that is the immediate result of a to the Client attributable failure in its performance of the Agreement to no more than:

- I. the amount not exceeding the sum total of the invoices (VAT not included) that relate to the Agreement concerned in the period of no more than six months prior to the harmful event or if the amount referred to under II of this article is lower;
- II the amount covered by the liability insurance taken out by the Client for the damage concerned and only to the extent that the insurer actually proceeds to pay out,

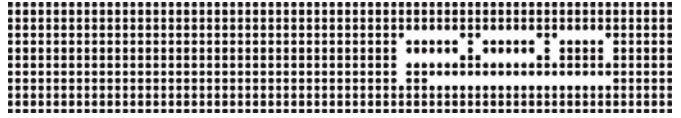
where it applies in all these cases that the Client can not be held liable for the other forms of damage than the damage for which the liability insurance has been taken out.

Direct damage means: material damage or personal injury caused directly, through a physical impact on a person or an object, by an action or omission of the Client constituting the failure in performance. Direct damage does explicitly not mean: consequential damage, loss of profits, loss owing to stoppage, nonmaterial damage, loss due to business interruption, loss as a result of third-party claims, interests and extrajudicial or other costs.

22. Safety and the environment, permits and statutory regulations

- a. The Supplier has the obligation, with due observance of all the relevant statutory rules and regulations as well as the rules and regulations of the Client in matters concerning health, safety and the environment, to ensure that the work will be carried out in such manner that the safety of all the persons present at the premises or object of the Client or at any other designated location for the performance of the Agreement will be safeguarded and their health protected. As part of this obligation, the Supplier must ensure:
- that the work areas where and the tools and equipment with which the Supplier has to carry out the work have been equipped and maintained in that manner; as well as
 - that such steps have been taken and instructions have been provided for carrying out the work as may reasonably be necessary to prevent people from getting hurt in the exercise of their duties.
- A copy of the rules and regulations of the Client on health, safety and the environment will be immediately made available by the Client at the request of the Supplier.

- b. It is the responsibility of the Supplier and the Supplier will undertake to ensure that its employees, other persons as well as any subcontractors it has engaged will closely observe all the rules and regulations as referred to in article 22a on health, safety and the environment as well as the instructions and directions given by the Client in that regard.
- c. Client has the right to deny access to or to remove from its premises or object the employees of the Supplier if they do not comply with the rules and regulations as referred to in 22a. In that case, the Supplier must immediately replace the employees concerned.
- d. At the time of the execution of the Agreement, the Supplier must have in its possession all the required permits and when asked will provide the Client with documentary evidence thereof.
- e. Supplier and/or third parties engaged by Supplier must always observe the working hours as set out or in keeping with the Working Hours Act in the execution of the Agreement and they must also comply with all the other regulations that apply in pursuant of the Working Hours Act. If for whatever reason the Supplier and/or third parties engaged by the Supplier depart from these working hours then the Supplier and/or third parties engaged by the Supplier must have in possession all the required permits and/or dispensations and when asked will provide the Client with documentary proof thereof. The Supplier will guarantee that the obligations as set out in this stipulation will be observed by the Supplier as well as by the third parties engaged by the Supplier and the Supplier will indemnify Client against all the possible consequences of any noncompliance of the obligations set out in this stipulation by the Supplier and/or by the third parties engaged by the Supplier, including but not limited to fines and claims for damages irrespective from whom.
- f. The Supplier will at all times ensure the removal of its own waste, including chemical waste and packaging. The Supplier is obliged each time to issue a statement on the removal of chemical waste in which are indicated the toxic properties of the product to be removed.
- g. The Supplier is liable for any damage and will indemnify Client against any damage sustained by Client or third parties caused by the Supplier not removing its waste, or not removing it in an adequate or proper manner, or not on time.
- h. The Supplier is not allowed to store and/or use any hazardous substances and/or substances that are harmful to health at the premises/object of the Client (or any other location designated for the execution of the Agreement), unless the Client has given prior written permission to do so. Client has the right to refuse permission or to attach conditions to the permission. If the Client allows it, the storage facility or the use must always meet the current statutory rules and regulations.
- i. The Supplier is liable for any damage and will indemnify Client against any damage sustained by Client or third parties caused by storage, use, distribution, generation and/or inadequate packaging of hazardous materials and/or substances harmful to one's health.
- j. In this article third parties include Client's employees.



23. Application of the Wages and Salaries Tax and National Insurance Contributions Act

- a. The Supplier must have a valid proof of registration with the industrial insurance board where it is registered and the Supplier must also have a permit to establish a business, if he is legally obliged to have this. At the Client's first request, the Supplier will provide the Client with copies of these documents.
- b. At the Client's first request, the Supplier will provide the Client with records stating the name, first name(s), address, place of domicile, date of birth, place of birth, citizen service number (BSN) and employment conditions of all persons present at the workplace on behalf of the Supplier.
- c. At the Client's first request, the Supplier will provide the Client with pay slips and man-hour records of all persons present at the workplace for or on behalf of the Supplier.
- d. The Supplier will comply strictly with all its obligations with regard to the persons engaged by the Supplier to execute the Agreement.
- e. Always at the Client's first request, the Supplier will provide the Client with a copy of the statements on its payment history with regard to the industrial insurance board and/or the tax authorities.
- f. The Supplier will indemnify the Client against claims of third parties for noncompliance by the Supplier of its obligations with regard to the industrial insurance board and/or the tax authorities.
- g. At the Client's first request, the Supplier will open and maintain a guarantee account as referred to in the Wages and Salaries Tax and National Insurance Contributions Act.
- h. The Client will always have the right to pay to the Supplier the part of the amount that the Client owes to the Supplier under the Agreement, that corresponds to the national insurance contributions, turnover tax and income tax (withheld) for which the Client could be liable under the Wages and Salaries Tax and National Insurance Contributions Act, into its guarantee account as referred to in the Wages and Salaries Tax and National Insurance Contributions Act.
- i. Without prejudice to the stipulations in the previous paragraph, the Client is entitled at all times to deduct the aforementioned amounts of national insurance contributions, turnover tax and income tax (withheld) from the contract price and pay these amounts, on behalf of the Supplier, directly to the industrial insurance board and/or the tax authorities.
- j. In cases as referred to in paragraphs h and i of this article, the amounts paid by the Client will be considered as paid under the existing obligation.

24. General obligations of the Supplier

- a. The Supplier guarantees the quality, expertise, integrity and conduct of its employees, subcontractors and other persons charged on behalf of the Supplier with the execution of its obligations under the Agreement.
- b. The Supplier states and guarantees that its financial and project administration will at all times be accessible to the Client. Accessible means, in this context, physically accessible and readable, and at least one copy in the Dutch language in The Netherlands.

- c. The Supplier will ensure that its employees, subcontractors and other persons charged on behalf of the Supplier with the execution of its obligations under the Agreement will be subject to the confidentiality clause included in article 20 of these conditions, including the penalty clause of article 20b.
- d. The Supplier guarantees that his employees and/or subcontractors, charged with the execution of the Agreement or assisting this execution, will not be guilty of any violation or criminal offence during their presence at the workplace.

25. Subcontracting

- a. Irrespective of what has been provided in these conditions, the Supplier will only be entitled to engage subcontractors for the Delivery of the Goods and/or Services after having received prior written consent from the Client.
- b. Granting consent for engaging a subcontractor does not affect the responsibilities and liabilities of the Supplier. The Supplier will remain fully responsible and liable for the timely and proper execution of the Agreement.

26. Disputes, applicable law and competent court

- a. Disputes between the Parties, including a dispute only considered as such by one of the Parties, will be resolved by agreement as much as possible.
- b. The laws of The Netherlands will apply exclusively to all legal relations between the Client and the Supplier. The applicability of the Vienna Sales Convention is expressly excluded.
- c. All disputes between the Client and the Supplier, resulting from the Agreement, or agreements between the Parties resulting from this Agreement, as well as disputes arising from these conditions, will be resolved exclusively by the competent court in Amsterdam, The Netherlands.