

**GENERAL TERMS AND CONDITIONS OF PURCHASING AND SUBCONTRACTING BOSKALIS NEDERLAND B.V.****Dated: 02/01/2017. Filed with the Chamber of Commerce.****Article 1 - Definitions**

1.1 In these General Terms and Conditions of Purchasing and Subcontracting (hereinafter also referred to as: "**Purchase Conditions**"), the following terms are used in the following meaning, unless explicitly stated otherwise or if the context indicates otherwise:

- a. '**Client**' (also called 'Boskalis'): the user of these Purchase Conditions, namely Boskalis Nederland B.V. domiciled at Waalhaven O.z. 85, Havennummer 2204, 3087 BM in Rotterdam, registered at the Rotterdam Chamber of Commerce under number 24143025 and/or one or more of its subsidiaries, or a combination in which the company/companies participate.
- b. '**Contractor**': the natural or legal entity who delivers products and/or services to the Client or who performs work for the Client;
- c. '**Agreement**': the consensus between the Client and the Contractor;
- d. '**Principal**': the party that has concluded a Main Contract with the Client in respect of which (or in respect of a part of which) the Contractor and Client have concluded the Agreement;
- e. '**Good**' or '**Goods**': all goods, activities and services related to the delivery of these goods, activities and services, insofar as these are not covered by "Work";
- f. '**Work**': the performance of activities and/or the provision of services, not being an employment contract and whether or not accompanied by the delivery of goods.
- h. '**Main Contract**': the consensus on the realisation of a project between the Client and the Principal.

1.2 If the Contract relates to the delivery of Goods, in addition to the provisions in Chapter I 'General Part', the provisions in Chapter II 'Special Part: Purchase Conditions' will apply. In the event of a contradiction, the provisions of Chapter II 'Special Part: Purchase Conditions' will prevail over the provisions in Chapter I.

If the Contract relates to the execution of works, in addition to the provisions in Chapter I 'General Part', the provisions in Chapter II 'Special Part: (Sub)Contracting Conditions' will apply. In the event of a contradiction, the provisions of the Special Part (Chapter III) will prevail over the provisions in Chapter I.

**CHAPTER I - GENERAL PART****Article 2 - General**

- 2.1 These Purchase Conditions apply to every Agreement in which the Client is involved.
- 2.2 The Contractor's general terms and conditions, under whatever name, are not applicable, unless expressly agreed otherwise in writing.
- 2.3 Deviations from these Purchase Conditions can only be agreed in writing.
- 2.4 In the event that one or more provisions in these Purchase Conditions become wholly or partially invalid at any time, or if they are annulled, the other provisions in these Purchase Conditions will remain in full force.
- 2.5 In the event of conflict between provisions in these Purchase Conditions and the (other) provisions in the Agreement, the (other) provisions in the Agreement will prevail.

**Article 3 - Agreement**

- 3.1 The Agreement is understood to include, without any right to additional payment, all activities that belong to the nature of the assignment to the Agreement.
- 3.2 The Agreement, under which in this Article also any changes and/or additions are included, is not binding unless it has been concluded in writing.
- 3.3 Each Agreement will be dissolved if the Work included in the Main Contract, in connection with which the Agreement has been concluded, will not take place.
- 3.4 Upon postponement of the commencement of the Work, in connection with which the Agreement has been concluded, the Contractor will remain bound by the Agreement until two months after the time on which the Goods/Work have to be delivered or commenced by him pursuant to the Agreement, without the parties being obliged to pay any compensation for this. In an event as described in this Article, the Client has the right to cancel the assignment after the expiration of these two months by means of a single written notice to the Contractor, without being obliged to pay any compensation in this case either.
- 3.5 If the Agreement refers to technical, safety, quality and/or other regulations and/or documents that are not attached to the Agreement, the Contractor shall be deemed to know them.
- 3.6 The Contractor must take care of the timely acquisition of consents, permits or licences necessary for the performance of the Agreement and for compliance with the terms and conditions set therein. If any obligation from this Article is not fulfilled, the Contractor will solely be liable. The Contractor indemnifies the Client against all damages and costs arising from the Contractor's non-fulfilment.

**Article 4 - Ownership of materials, documents, models etc.; Industrial and intellectual property and confidentiality**

4.1 The Client remains at all times the owner/entitled party of the communications, data, specifications, models, tools etc., provided by the Client to the Contractor within the framework of the Agreement, or those which the Contractor has made or has had made within the framework of the Agreement

4.2 The Contractor guarantees that the (actual) delivery and use of the materials and equipment required for the Work will be performed by the Contractor free of rent, lease or other ownership claims or use by a third party or third parties and that the use thereof is not restricted by any third-party terms and conditions.

4.3 The Contractor will make available in written form to the Client all information, documentation, details, instructions etc. that the Client reasonably needs to make optimal use of the Good and/or Work.

4.4 The Contractor indemnifies the Client and its Principal against all claims and the payment of compensation(s) to third parties due to the infringement of industrial and intellectual property and of other such third-party rights caused within or by the Work or the Good, on the understanding that this indemnification does not apply to infringements that arise in cases that are expressly made available by the Client.

4.5 The Client is entitled to industrial and intellectual property right(s) arising or resulting from the performance of the Agreement by the Contractor, its personnel or third parties that the Contractor has involved in the execution of the Agreement.

4.6 The Contractor is obliged to observe confidentiality towards third parties of all information and/or data referred to in this Article, originating from the Client, which the Contractor has been or will be notified of in the context of the Agreement and which is commercially sensitive, could impair the Client's market and/or competitive position or is considered as such by the Client to be a detrimental distribution of data.

**Article 5 - Inaccuracies and imperfections in drawings etc.**

5.1 The Contractor is obliged to point out to the Client any inaccuracies or imperfections in the drawings and calculations made available by the Client, in the constructions and working methods prescribed by the Client, as well as in the materials and (auxiliary) equipment made available to the Client, if and insofar as these are known to him. In the event that the Contractor fails to comply with the warning obligation described in this Article, or fails to do so on time, he loses the right to damages.

**Article 6 - Amendments**

- 6.1 The Contractor is obliged to execute - exclusively - at the written request of the Client, all changes in the Agreement that are technically possible. If such a request entails a change in the price and/or delivery time, this change will be communicated by the Contractor to the Client in writing as soon as possible but within one week at the latest. After the aforementioned term, the right to any adjustment of the price and/or delivery time lapses.
- 6.2 If the change in the Agreement leads to a new price and/or delivery time, the Client has the right to demand unmodified or acceptable modifications of the Agreement or to immediately dissolve the Agreement in whole or in part. In the latter case, the Client is only obliged to compensate the direct damage, not being loss of assets / losses due to delays.

**Article 7 - Prohibition to make offers etc. to the Principal**

Without the prior written consent of the Client, the Contractor will completely refrain from making quotations and/or offers directly or through third parties to the Client's Principal, regarding deliveries and/or items that can be regarded as an extension or modification of the Client's Work.

**Article 8 - Certificates etc.**

- 8.1 If certificates, affidavits and/or instruction manuals are required in the Agreement, the Contractor will submit such items to the Client as soon as possible but no later than within two weeks after delivery of the Goods or Work, in the absence of which the Client is entitled to suspend the payment until it has received the items.
- 8.2 At the first request of the Client, the Contractor will provide the Client - on its own account - with the CO2 emission inventory ("CO2-footprint") of its company for the year in which the work has taken place under the Agreement with respect to scope 1 and 2. This CO2 footprint must comply with ISO 14064-1 and/or the Greenhouse Gas Protocol (GHG Protocol). With the CO2 footprint, the Contractor will provide a certificate of the CO2 Performance Ladder at level 3 or higher, or a verification statement from a certifying body that meets at least the requirements set in ISO 14064-3.

**Article 9 - Prices**

9.1 The prices stated in the Agreement are fixed for the duration of the Agreement, expressed in Euros, are exclusive of sales tax and are based on the delivery/completion conditions as stated in Articles 20, 21 and 24 of these Purchase Conditions.

**Article 10 - Performance of the Work by the Contractor**

- 10.1 In the performance of the Agreement, the Contractor is obliged to immediately comply with the instructions and directions given by or on behalf of the Client.
- 10.2 The performance and/or delivery of the Agreement must be done by the Contractor in accordance with the Client's schedule and in such a way that the activities of the Client and/or third parties are not disrupted.
- 10.3 The Contractor will ensure that its presence and the presence of its employees and/or persons and equipment that it deploys on the Client's

premises and/or buildings do not constitute an impediment to the undisturbed progress of the activities of the Client.

10.4 Subcontractors to be engaged by the Contractor must be registered in writing with the Client and be approved by the Client before they are permitted to carry out work. The Client may impose conditions on this.

#### **Article 11 - Inspection**

11.1 The Client, its Principal or a third party appointed by the Client or its Principal will have at all times the right to inspect, examine or test the Goods/the Work (in progress), wherever these are located. The results of the inspection, examination or test or failure to do so do not release the Contractor from any guarantee and/or liability, as arising from the Agreement concluded between the parties.

11.2 The Contractor will inform the Client in good time about the place and the time at which a Good/(a part of) the Work is ready for inspection, examination or test and thereby provides all relevant data.

11.3 The costs of an inspection, examination or test are at the expense of the Contractor, with the exception of the costs of staff employed by the Client, its Principal or the designated third party in question. If an inspection, examination or test is postponed or repeated, the associated costs will be borne by whoever is responsible for the postponement or repetition.

11.4 In the event that Goods and/or (part of) the Work are rejected, the Client will immediately notify the Contractor of this, stating the reasons. In that case, without prejudice to the provisions of Article 17 of these Purchase Conditions and without prejudice to the Contractor's obligation to compensate the resulting damage and costs, the Contractor will repair or replace the rejected Goods and/or the rejected (part of the) Work at its own account within a term set by the Client.

11.5 The Contractor grants the Client the right to use or bring to use the delivered Goods/ the completed (part of the) Work, even before the inspection, examination or testing takes place.

#### **Article 12 - Payment**

12.1 The payments will be made after, insofar as applicable, all the following conditions have been met:

a. the Goods have been delivered (and approved if relevant) in accordance with the provisions of Articles 11, 20 and 21 of these Purchase Conditions, or the Work or part thereof, to which an (instalment) payment relates, has been delivered in accordance with the provisions of Article 24 of these Purchase Conditions;

b. The Client has received an invoice together with a receipt, signed for approval by an authorised representative of the Client and all further information required for the Client.

12.2 After the aforementioned conditions have been met, the Client, subject to any (suspension) rights the Client is entitled to, will make the payment within the term specified in the Agreement or, in the absence of such agreed term, within 45 days after that time.

12.3 If the Chain Liability (the Collection of State Taxes Act (Invorderingswet)) applies to the Agreement, the Client is entitled to pay part of the price to be determined by it, either through the blocked account (G account) of the Contractor or directly to the relevant authorities. By making such a payment, the Client has completely extinguished the debt towards the Contractor, without prejudice to the provisions of Article 35 of these Purchase Conditions.

#### **Article 13 - Shortcoming**

Any shortcoming of such a nature and scope that the progress of the Agreement for the benefit of the Client is disturbed, whereby shortcoming in any case means a bankruptcy of the Contractor or a (provisional) suspension of payment, in the fulfilment of the obligation of the Contractor, gives the Client the right to terminate the Agreement in full or in part without notice of default or judicial intervention, in accordance with the provisions of Article 17 of these Purchase Conditions and/or to oblige the Contractor to compensate the damage that the Client suffers. This includes pecuniary losses suffered by the Client as a result of fines of its Principal due to a shortcoming of the Contractor. This right applies irrespective of the severity of the shortcoming and without prejudice to the Client's other rights in connection with the shortcoming, except in those cases where, according to the standards of reasonableness and fairness, this would be unacceptable.

#### **Article 14 - Guarantee**

14.1 The Contractor guarantees that the Work and/or the delivered Goods comply with the Agreement.

14.2 The Contractor will, on its own account, repair all defects evident in the Goods/(part of) the Work after supply or delivery, immediately and in consultation with the Client, and if in the Client's opinion repair is not possible, the Contractor will replace such, unless the Client prefers to dissolve the Agreement in accordance with the provisions of Article 17 of these Purchase Conditions or expressly agreed otherwise.

14.3 In the event that the Contractor does not remove the defect immediately and/or properly, or if the elimination of the defect cannot be postponed, the Client is entitled to carry out or have performed the necessary work at the expense of the Contractor. If the Client makes use of this right, it will inform the Contractor of this in writing.

#### **Article 15 - Liability**

15.1 The Contractor is fully liable for damage that is directly or indirectly the result of not, not completely, not timely or not properly complying with an

obligation from the Agreement or any other contractual or non-contractual obligation towards the Client.

15.2 The Contractor is liable for all costs and damage incurred by defects in goods or which the Contractor and/or the (legal) persons and or companies contracted by him or the ones that are directly or indirectly employed by (one of) them cause to the Client and/or (legal) persons employed by or for the Client and/or third parties, including the Principal of the Client. The Contractor has equal liability for all costs and damages as a result of damage caused by items such as equipment, tools, auxiliary materials, etc. at the Contractor and the aforesaid in use, as well as materials for the execution of the assignment, to the extent referred to in the first sentence of (legal ) persons and or companies.

15.3 The Contractor indemnifies the Client against all claims of its Principals and/or third parties for which the Contractor or the auxiliaries deployed by the Contractor can be held liable, under any denomination.

15.4 The Client will not accept any damage limitation or damage exclusion from the Contractor.

The Client hereby expressly rejects such a limitation and/or exclusion. The Contractor hereby expressly accepts this rejection. The Client's Purchase Conditions will prevail over the Contractor's conditions at all times.

15.5 All extrajudicial and judicial costs of the Client as a result of the Contractor's non-compliance are at the expense of the Contractor.

15.6 Except in the event of damage caused by intent or gross negligence on the part of the Client, the Client is not liable for any damage to items of the Contractor, its staff, its subordinates as referred to in Article 6:170 of the Dutch Civil Code or its non-subordinates as referred to in Article 6:171 of the Dutch Civil Code.

#### **Article 16 - Insurance**

16.1 The Contractor is obliged to take out adequate (primary) insurance for the risks associated with the Work and to keep it adequately insured during the Work. The Contractor has the obligation to allow the Client access to the relevant policy at the Client's first request.

16.2 The Contractor will insure all Goods and/or Works which it receives from the Client under the Agreement against all damage unless contractually agreed otherwise.

#### **Article 17 - Termination and dissolution, in whole or in part**

17.1 The Client will at all times without judicial intervention and in addition to the cases mentioned in the law, stating reasons, have the right to terminate or dissolve the Agreement in whole or in part by means of a written notice to the Contractor, without being liable for any compensation and without prejudice to its further rights. In the event of partial termination or dissolution, the Client has the option to carry out the remainder of the work already performed by the Contractor itself or to have (a) third party/third parties carry out the work performed by the Contractor and to use the materials/equipment supplied by the Contractor with or without a reasonable fee to be agreed afterwards.

17.2 The claims that the Client may have or obtain as a result of the termination of the Agreement, including a claim, if any, for the compensation of damages and costs, are immediately due and payable in full.

#### **Article 18 - NINA (No Injuries, No Accidents)**

18.1 The Client adheres to the "NINA" (No Injuries, No Accidents) safety regime. During the execution of the Agreement, the Contractor is subject to the "NINA" safety regime and ensures that all its personnel are aware of and will comply with the "NINA" safety regime. Information about the "NINA" safety regime can be consulted on the website [www.boskalis.com](http://www.boskalis.com).

#### **Article 19 - Miscellaneous**

19.1 All disputes - including those which are only regarded as such by one of the Parties - in connection with the Agreement, or further Agreements arising therefrom, resulting therefrom or related thereto, will be settled by arbitration. In the event of a dispute regarding the contracting of work, this arbitration will take place in accordance with the rules described in the Articles of Association of the Arbitration Board for the Building Industry, as these read three months before the day of the conclusion of the Agreement. This provision does not affect the competence of the Parties to bring an action before the competent civil court in summary proceedings and to take precautionary measures, and to agree by mutual agreement on each individual dispute that this will be settled at first instance by the competent civil court, without prejudice to the right of the Parties to appeal and/or cassation, as well as the competence of the Client to settle a dispute in the manner as provided for in the Agreement between the Client and its Principal in respect of any disputes between the Client and its Principal.

19.2 Only Dutch law applies to the present Agreement, as well as all further Agreements arising therefrom, resulting therefrom or related thereto, also if an obligation is executed abroad, in whole or in part, or if the Contractor is domiciled or located abroad.

19.3 These Purchase Conditions are available on the website <http://nederland.boskalis.com> and filed with the Chamber of Commerce. In the case of versions of these Purchase Conditions in a language other than Dutch, the Dutch text prevails. A copy of these Purchase Conditions will always be sent free of charge to the applicant at the first request.

19.4 The Contractor is obliged to immediately notify the Client in writing of (an application for) bankruptcy and/or (imminent) seizure.

### **CHAPTER II - SPECIAL PART: PURCHASE CONDITIONS**

**Article 20 - Delivery and (delivery) terms**

20.1 Delivery is made "Delivered Duty Paid" (DDP), in accordance with "Incoterms 2010", at a place specified in the Agreement.  
20.2 If the delivery times are exceeded, the Contractor will be in default without a notice of default being required.  
20.3 If the Client, for whatever reason, wants to have the Goods delivered on a later date than the agreed date, the Contractor is obliged to comply with this without any compensation being due. If the Client, for whatever reason, deems it desirable to have the Goods delivered on an earlier date than the agreed date, the Contractor will do everything in its power to comply with this request.

**Article 21 - Transportation and unloading**

21.1 The transportation and unloading of Goods takes place at the expense and risk of the Contractor.  
21.2 Immediately upon unloading, the Contractor must present a delivery note in order to have it signed by a representative authorised by the Client for that purpose. Signing the delivery note does not imply approval of the delivered Goods and does not release the Contractor from any guarantee and/or liability, as arising from the Agreement concluded between the Parties, in particular these Purchase Conditions.

**Article 22 - Packaging**

22.1 The Contractor will package the Goods properly. The Contractor is liable for damage and costs caused by inadequate packaging and/or damage to and/or destruction of this packaging.  
22.2 The Contractor will take back any packaging of the Goods at the first request of the Client and collect it from the Client at its own expense, with simultaneous restitution of the costs that the Contractor has charged the Client for this packaging.

**CHAPTER III - SPECIAL PART: GENERAL TERMS AND CONDITIONS OF (SUB)CONTRACTING****Article 23 - Representation**

23.1 Prior to the Work, each party will appoint a representative authorised to act for and on behalf of the party he represents in all matters related to the Work. The representative must be constantly available at reasonable times to carry out his duties in accordance with the Agreement.  
23.2 The representative may delegate all or part of his duties to a deputy appointed for that purpose. The conditions under which this will happen must be reported to the other party in advance.  
23.3 The Contractor has the right to replace its representative after written agreement of the Client.

**Article 24 - Start and delivery of Work and deadlines**

24.1 The Client has the right at all times to adjust the time schedule. In the event that such a change in the schedule results in the Contractor having to deliver before the agreed deadline, the Contractor will do everything in its power to carry out the Work in accordance with the adjusted schedule. In the event that such a change in the schedule results in the Contractor having to deliver after the agreed deadline, the Contractor is obliged to carry out the Work in accordance with the adjusted schedule. In the latter case, the Client is only obliged to compensate direct damage, not being loss of assets / losses due to delays. The Client also has the right, for whatever reason, to change the order of the work to be performed, or parts of the Work to be delivered, without being held to compensation for damage and costs.  
24.2 The Contractor is deemed to have delivered the Work on the date on which the Client has received written notice of its Principal that the Work has been approved or accepted in accordance with the Main Contract, or, in the absence of a Main Contract, the Client provides this acceptance in writing.

**Article 25 - General obligations of the Contractor**

25.1 The day-to-day management and supervision of the execution of the Work are vested in the Contractor.  
25.2 The Contractor guarantees the Client that the services to be provided by its staff will be performed professionally and uninterrupted and the personnel will comply and will continue to comply with the agreed qualities with regard to training, expertise and experience.

**Article 26 - Cables, tubes and pipes**

26.1 In the event of ground work, the Contractor will verify in advance the location of cables, tubes and pipes and in connection to this, will timely contact the appropriate authorities and take all measures to prevent damage to those cables, tubes and pipes and to comply with all (statutory) obligations.  
26.2 The Contractor will compensate the Client for all damage and costs resulting from non-compliance with the provisions of the previous paragraph of this Article. The Contractor also indemnifies the Client against all claims from third parties in this matter.

**Article 27 - Working hours, break times and holiday periods**

The working hours, break times and holiday periods of the staff of the Contractor or employees hired by the Contractor are, unless expressly agreed otherwise in writing, equal to the working hours, break times and holiday periods as determined by the Client.

**Article 28 - Aliens Employment Act and Identification Requirement Act**

28.1 If the Contractor intends to use foreign nationals as workers, within the meaning of the Dutch Aliens Employment Act (WAV), the Contractor must have the following documents on file before the commencement of the work, in addition to the obligations with regard to the Social Security Coordination Act (CSV):

- a) for workers from the European Economic Area and Switzerland:
  - a copy of the verification of a valid proof of identity
  - if applicable: a so-called E101 form, valid for the Netherlands.
- b) for workers from outside the European Economic Area:
  - scanned copy of a valid proof of identity;
  - a work permit valid for the Netherlands.

28.2 The Contractor must comply with, and inform its employees about all regulations arising from the Identification Requirement Act and the WAV.  
28.3 The Contractor must inform its employees who are considered to be foreign nationals in the sense of the WAV that they must report to the Client on their first working day with their original and valid identity document. The Client will then verify the copies of the identity documents already submitted to it.  
28.4 The Contractor is aware of this and will expressly inform its employees that the Client may perform random periodic checks on the presence of identity documents and work permits. The Contractor is furthermore aware that the persons employed by him whose required information is missing, will be denied access to the Work. Insofar as this causes damage (in time and money) to the Client, this will be fully recovered from the Contractor.  
28.5 The provisions of this Article apply not only to the Contractor's own employees, but also to the extent that the Contractor hires employees or otherwise involves employees of third parties.  
28.6 The Contractor indemnifies the Client against all third-party claims resulting from the fact that the Contractor does not comply with the provisions of this Article.  
28.7 For any breach of the WAV, established by the Netherlands Inspectorate for Labour and Social Affairs or any other authority, fines resulting from this for the Client will be at the expense of the Contractor and the Contractor will indemnify the Client in this matter. The Client will pass on these fines to the Contractor and the Contractor will reimburse these to the Client at the first request of the Client, or the Client will settle these fines with the next (instalment) payment(s) by the Client to the Contractor, without a notice of default being required.

**Article 29 - Weekly reports and meetings**

29.1 The Contractor is obliged to submit a weekly report, dated and signed, to the Client, its Principal or the management board of the Work, containing a statement of the materials supplied at the Work, the status of the Work, the employees' personal data, who have been working in the relevant week in the context of the execution of the assignment, stating the days and the number of hours that they have been working, and additionally any other information as it deems necessary or deemed desirable by the Client.  
29.2 The Contractor is obliged to attend, at the request of the Client, meetings about the performance and progress of the Work.

**Article 30 - (Auxiliary) materials, equipment, tools, required workwear**

30.1 The Contractor is responsible, at its own expense, for the provision of all (auxiliary) materials, equipment, tools, construction site shelters and required workwear, including helmets, that are required for the performance of the Agreement. In the event that the Contractor uses the Client's (auxiliary) materials, equipment, tools, construction site shelters or required workwear, the Contractor is obliged to return this/these in the state in which it was received, as soon as this is possible. The Contractor is liable for all damage that has arisen due to this for whatever reason during the time that it was made available by the Client.  
30.2 The Contractor is responsible, at its own expense, for transport on the site or through and in the object of the Work.  
30.3 The costs of consumption of gas, water and electricity, as well as any due distribution refunds, are at the expense of the Contractor.

**Article 31 - Changes**

31.1 The Client is entitled to request changes in the form, nature and content of the Work, or a part thereof, even if this involves extra or less work. The consequences of these changes will be agreed by the Client and the Contractor in all reasonableness and fairness, related to the standards on which the Agreement is based.  
31.2 For extra or altered Work, payment is only due if a written order has been given by the Client for this purpose.

**Article 32 - Quality assurance and inspection**

32.1 The Contractor is responsible for the delivered quality and will demonstrate that the desired level has been achieved. Inspections can be carried by or on behalf of the Client, as often and wherever the Client requires this.  
32.2 The Contractor will check all materials, instruments, tools, machines, equipment and other devices or products necessary for the execution of the Work, delivered by or through the Client at the time of making these available on the site, in order to ensure that they are suitable for a proper and safe execution of the Work.  
32.3 If the Contractor establishes that one of these Goods is not delivered in the appropriate condition, the Contractor will immediately inform the Client's representative of this. If the Contractor neglects to do this, he will be deemed to have received these Goods in a suitable condition.

32.4 The Client will at all times have access to the location of the work and can inspect the work and the materials used at any time. The Contractor will take all necessary measures to facilitate this access and inspection.

#### **Article 33 - Storage, waste and the environment**

33.1 The Contractor may not store more material on the Work site than is needed for the immediate execution of the Agreement. The Goods stored by the Contractor and/or third parties on the Work site are at the risk of the Contractor.

33.2 The Contractor will remove all garbage waste, surplus materials and substances from the site on a daily basis. If it has been agreed that the Client will make available a waste container, the Contractor will deposit this waste, garbage and surplus materials in this waste container on a daily basis.

33.3 The Contractor is responsible towards the Client for compliance with the environmental regulations applicable during the performance of the Agreement. The Contractor will execute the Agreement in such a way that damage to the soil, water and/or air is avoided at all times. The Contractor will compensate the Client for all damage and costs caused by non-compliance with the aforementioned environmental regulations and otherwise with regard to soil, water and/or air and indemnifies the Client against third-party claims in this respect.

#### **Article 34 - CLA / Artificial Constructions Act (Wet Aanpak Schijnconstructies (WAS))**

34.1 In the implementation of the Work, the Contractor is obliged to comply with the applicable legislation and regulations in the field of remuneration rates and payments, including the Collective Labour Agreements. The Contractor will inform the trade unions and/or the competent authorities about any underpayment.

34.2 If the Client is liable or held liable for not paid or not fully paid wages pursuant to Article 7:616b of the Dutch Civil Code, the fees to be paid by the Client on account of that liability and all other costs that the Client must incur for that reason, will be charged to the Contractor.

#### **Article 35 - Chain liability**

35.1 If the Agreement is subject to Chain Liability (currently part of the Dutch Collection of State Taxes Act), the Contractor must comply with all obligations arising from this Act, including obligations to pay contributions for social insurance schemes and wage tax.

35.2 The Contractor is obliged, at any time desired by the Client, to give the Client insight into the original documents showing that the Contractor has indeed fulfilled or meets obligations referred to in the first paragraph of this Article. The Client has the right to make photocopies of these documents and to keep them for its own purposes.

35.3 Before or at the conclusion of the Agreement, as well as during the performance of the Work, the Contractor is obliged to provide the Client with an original statement regarding its payment history at the Trade Association and regarding the payment of wage tax, every four weeks or each time the Client so requests. This statement should always be of a recent date.

35.4 The Client has the right to terminate the Agreement immediately in whole or in part in accordance with the provisions of Article 17 of these Purchase Conditions, without being liable for compensation of damage and costs and without prejudice to the other rights it may enjoy, if the Contractor does not comply with any obligation referred to above, if the statement referred to in the third paragraph of this article will be or has been refused, or if it appears from this statement or otherwise that the Contractor is negligent in the payment of contributions and/or wage tax, or has been granted a postponement of payment.

35.5 The Contractor will compensate the Client for all damage and costs caused by non-compliance with the obligations set out in this Article and indemnify the Client against third-party claims in this respect.

35.6 If the Client has at any time been required to pay social insurance scheme contributions and/or wage tax owed by the Contractor or (a) future subcontractor(s), the Client will have recourse to the Contractor for the entire amount paid, without prejudice to the provisions set out in the previous paragraph of this Article. The Client's claim will be increased by the statutory interest of the amount that the Client has paid these contributions and/or taxes.

35.7 The Client has the right to demand that the Contractor keeps the funds in a blocked account (G account), deduct the corresponding amounts and, upon a notification to the Contractor, either deposit the amounts to a blocked account (G account) or to pay the contributions to the authorities responsible for collection. In such a case, the Client will have discharged its debt to the Contractor with respect to the amounts it has paid.

#### **Article 36 - Early termination in an unfinished state**

36.1 The Client is entitled at all times to terminate the Agreement, without stating reasons, prematurely and in an unfinished state, with due observance of a notice period of at least 30 days by means of a written notice sent to the Contractor by registered mail. In that case, the opposing party is entitled to compensation as set out in the second paragraph of this Article.

36.2 In the event of such termination, the Client is only obliged to pay the Contractor for the performed part of the Work and the additional costs and expenses of which the Contractor can demonstrate they have arisen as a result of this termination.

#### **Article 37 - Final invoice**

The Contractor will submit its claims against the Client within 30 days after the delivery of the Work, if and insofar as the performance of the Work has lead to

the fact that the amount of the final invoice is different from the amount stipulated in the Agreement, unless the Client expressly agrees in writing with a longer term. The Client is not obliged to pay any invoice that the Contractor submits after the aforementioned term.

#### **Article 38 - Maintenance term**

The provisions of the Agreement between the Client and its Principal concerning the maintenance period and the maintenance term also apply in the relationship between the Client and the Contractor, without prejudice to the provisions of Article 14 of these Purchase Conditions.

#### **Article 39 - Perpetual clause**

If the Contractor wishes to subcontract (a part of) the Work to a third party and/or an independent auxiliary person, or if the Contractor has hired labour force from a third party, these General Terms and Conditions will apply mutatis mutandis and the Contractor will impose to this third party all provisions and obligations from these Purchase Conditions towards the Client, in particular the provisions of Articles 34 and 35, by way of a Perpetual Clause and/or Third Party Clause.