

Article 1 – Applicability

These general terms and conditions apply to the agreements between Van Dorp installatiebedrijven B.V. or affiliated companies on the one hand and a contractor or supplier on the other.

Article 2 – Definitions

Explanation of terms used in this document:

General Purchase Terms and Conditions: these general terms and conditions, including the additional terms and conditions regarding assignments and contracting work that are part thereof;

Client: Van Dorp installatiebedrijven B.V. or an affiliated company;

Contractor: the contractual counterparty of the Client;

Agreement: the agreement between the Client and the Contractor.

Article 3 – Contractor Terms and Conditions

The applicability of any general terms and conditions of the Contractor, under whatever name, is explicitly rejected by the Client.

Article 4 – Prices

Prices and/or contract fees always include all costs, excluding VAT and fixed costs.

Article 5 – Delivery of goods

5.1 Delivery of goods, including all accompanying resources and all accompanying documentation, must take place in the manner and time, as well as within the description, quality and quantity, as indicated in the Agreement or by the Client in writing.

5.2 Unless agreed otherwise, delivery takes place based on the most recent Incoterms D.D.P. (delivered duty paid) to the agreed (shipping) address, exactly at the agreed time or within the agreed term. The time agreed for delivery, or the term agreed for delivery is always the strict deadline.

5.3 If the Client requests the Contractor to postpone delivery, the Contractor will store, secure and insure the goods properly and recognisably for the Client.

5.5 The correctness of any design drawings, works, detail drawings, models, photographic recordings, samples, designs, logos, specified dimensions, quantities, colours, materials and/or other data provided by the Client to the Contractor must be verified by the Contractor.

Article 6 – Execution of services

6.1 Terms agreed in the Agreement are hard deadlines.

6.2 The Contractor may only outsource/transfer the execution of its services to third parties with the Client's prior written consent.

Article 7 – Inspection

7.1 The Client is at all times authorised to inspect the delivered goods (or have them inspected), to inspect the work (or have it inspected) or to examine whether the services delivered have been performed in accordance with the Agreement.

This authority also includes the authority to inspect all equipment or materials to be used by the Contractor.

7.2 In the event of rejection/non-conformity, the Client will notify the Contractor and store the goods or have the goods stored at the cost and risk of the Contractor.

7.3 Inspection never absolves the Contractor from any guarantee and/or liability arising from the Agreement.

Article 8 – Ownership and Risk

8.1 The ownership and risk of the goods transfers from the Contractor to the Client at the time of delivery, unless the goods are rejected by the Client during or after delivery on the basis of these conditions.

8.2 The Contractor guarantees that the unencumbered ownership of the goods is acquired by the Client.

Article 9 – Packing and Shipping

9.1 The Contractor shall, at their own expense, pack the goods in appropriate manner and with due observance of legal requirements. A packing list must be included with every shipment.

9.2 The Contractor must take back packing material at the Client's first request. Return of packing materials is at the expense and risk of the Contractor to a destination to be designated by them.

Article 10 – Invoicing and Payment

10.1 Invoices must at least state the date and order number of the Agreement, the delivery address, the delivery date, the net price and the Contractor's Chamber of Commerce and VAT number.

10.2 Invoices (partly) based on man hours shall be provided with an appendix with the man-hour registration.

10.3 The Client and the Contractor mutually agree to digital invoicing.

10.4 The payment term of the Contractor's invoices is always 60 days after receipt.

Article 11 – Amendments

11.1 The Client is authorised to change the Agreement with regard to the size and/or quality of the goods to be delivered and to make modifications to drawings, specifications and the like.

11.2 If, in the opinion of the Contractor, such a change has consequences for the agreed price, delivery time and/or quality, he will, before enacting the change, inform the Client as soon as possible, but no later than within five (5) working days after notification of the requested change, in writing.

11.3 If, in the opinion of the Client, these consequences for the price and/or delivery time would be unreasonable in view of the nature and scope of the change, the Client has the right to dissolve the Agreement by means of a written notification to the Contractor. A dissolution based on this paragraph does not entitle the Contractor to compensation for any damage.

Article 12 - Warranty

- 12.1 The Contractor guarantees that the goods to be delivered or the services to be provided comply with the Agreement.
- 12.2 There is a warranty period of five (5) years after the goods have been delivered and/or the services have been performed. Defects other than due to normal wear and tear will be repaired free of charge by the Contractor during this warranty period.

Article 13 – Confidentiality

The Contractor is obligated to maintain confidentiality regarding all information and documentation originating from the Client.

Article 14 - Intellectual property

- 14.1 If and insofar as the Contractor is the owner or entitled party of intellectual property rights relating to those goods or services, of which the Contractor may prove that they already existed prior to the entry into force of the Agreement and were owned by the Contractor or that they were developed independently of (the performance of) the Agreement, those intellectual property rights rest with the Contractor. The Contractor hereby grants the Client, free of charge, a non-exclusive, perpetual, irrevocable, worldwide and transferable right of use with regard to those intellectual property rights for any purpose related to the execution and/or purpose of the Agreement. This right of use of the Client also includes the right to grant such right of use to its (potential) customers or to other third parties with whom it maintains relations in connection with the conduct of its business.
- 14.2 The Contractor guarantees that the use (including resale) of the goods delivered, or services provided by him will not infringe intellectual property rights or other (property) rights of third parties.
- 14.3 The Contractor indemnifies the Client against claims by third parties arising from any infringement of the rights referred to in the previous paragraphs and the Contractor will compensate the Client for all damage resulting therefrom.
- 14.4 All intellectual property rights in all materials, methods, data, drawings, information, records, know-how, inventions, trade secrets, improvements, techniques, and other results, as well as accompanying documentation, arising in connection with or as a result of any relationship (including the Agreement) between the Client and the Contractor, are vested exclusively in the Client from the moment of conclusion. Insofar as necessary, the Contractor hereby transfers unconditionally and free of charge those intellectual property rights to the Client, which transfer the Client accepts.
- 14.5 If further formal actions are necessary for the transfers as referred to in this Article, the Contractor hereby agrees to cooperate unconditionally, or grants the Client irrevocable power of attorney to effectuate those further formalities.

Article 15 – Resources

- 15.1 Drawings, calculations, models, moulds, tools, components, specifications and other resources made available by the Client or purchased or manufactured by the Contractor in the context of the Agreement remain or become the property of the Client at the time of purchase or manufacture.

- 15.2 The Contractor is obligated to check the Client's resources for correctness/applicability and bears the risk thereof.
- 15.3 The Contractor will visibly mark the Client's resources as the Client's property, keep them in good condition and insure them at his own expense.
- 15.4 The Client's resources will be returned by the Contractor to the Client free of charge at the Client's first request or at the same time as the (last) delivery of the goods and/or services to which the resources relate.

Article 16 – Liability and insurance

- 16.1 The Contractor is liable for all damage suffered by the Client insofar as relates to (the execution of) the Agreement. The Contractor's liability relates to both direct and indirect damage and consequential damage.
- 16.2 If there are multiple Contractors, they are each jointly and severally liable.
- 16.3 The Contractor shall ensure that he is adequately insured against the liability as referred to in this Article. This insurance obligation also extends to the personnel and resources that are involved in any way in the execution of the Agreement.
- 16.4 The Client is not liable for damage suffered on the part of the Contractor or third parties involved in the execution of the Agreement unless the damage is the immediate and clear result of intent or wilful recklessness on the part of the Client's management personnel.

Article 17 – Force majeure

- 17.1 In the event of force majeure, the fulfilment of the Agreement will be suspended in whole or in part for the duration of the force majeure period, without the parties being mutually obligated to pay any compensation.
- 17.2 Force majeure on the part of the Contractor in any case does not include: lack/failure of personnel and/or auxiliary persons (including due to illness), strikes, failure/shortage of auxiliary materials, liquidity, or solvency problems.
- 17.3 If the force majeure situation lasts longer than thirty (30) days, the other party has the right to dissolve the Agreement with immediate effect by means of a registered letter.

Article 18 – Dissolution

- The Client is authorised to suspend the execution of the Agreement at their discretion in whole or in part, or to dissolve the Agreement by means of a written statement with immediate effect, without the Client being obligated to pay any compensation, in the event that:
- there is a shortcoming by the Contractor in the fulfilment of (one of) their obligations;
 - The Contractor is apparently no longer able to meet their financial obligations;
 - the bankruptcy of or by the Contractor has been filed, the Contractor applies for a moratorium, the Contractor has been declared bankrupt or the Contractor submits a WSNP request;
 - The Contractor sells or terminates his company or parts thereof;
 - a license of the Contractor/Client that is necessary for the execution of the Agreement is revoked, and/or;
 - part of the Contractor's business assets are seized.

Article 19 – Transfer

- 19.1 The Contractor is not legally authorised to transfer the Agreement and/or the rights and obligations under the Agreement in whole or in part to a third party, without the prior written consent of the Client.
- 19.2 The Contractor will execute the Agreement himself, unless the Client gives prior permission for execution by a third party.

Article 20 – Applicable law and competent court

- 20.1 The legal relationship between the Client and the Contractor is governed by Dutch law to the exclusion of the Vienna Sales Convention.
- 20.2 All disputes arising from or related to the Agreement will be settled by the competent court of the district of The Hague.

Additional Terms and Conditions regarding assignments and accepting work for the Client

Article 21 - Obligations Contractor

- 21.1 The Contractor will carry out the assignment in a good, sound and professional manner while deploying competent personnel and with the use of sound material and equipment.
- 21.2 Before commencing the execution of the Agreement, the Contractor must familiarise himself with the conditions on the site and in the buildings where the work is to be done.
- 21.3 The Contractor is obligated to check the drawings and descriptions made available for errors and ambiguities and to immediately inform the Client if those are discovered.

Article 22 - Obligations related to laws, regulations and other prescriptions

- 22.1 The Contractor is deemed to be familiar with all statutory regulations and other regulations, conditions and provisions, which the Client must comply with and observe in the performance of the work pursuant to the (main) agreement. This also applies to the obligations under an applicable collective labour agreement. This also applies to the obligations under an applicable collective labour agreement.
- 22.2 At the request of the Client, the Contractor is obligated to submit, among other things:
- a) his VAT number;
 - b) his registration number in the Trade Register at the Chamber of Commerce;
 - c) a copy of a settlement permit, if required;
 - d) a sales tax number and payroll tax number;
 - e) the number of his G-account and any other information required in the context of the Chain Liability Act.
- 22.3 The Contractor will take care of all permits that are necessary in connection with the execution of the Agreement himself.
- 22.4 The Contractor is obligated to submit the man-hours registry with the names of all employees or third parties engaged by the Contractor monthly. A copy of a valid ID must be provided of employees outside the EEA.
- 22.5 The Contractor is obligated to comply with the Foreign Nationals (Employment) Act and indemnifies the Client against any fines or sanctions for violation of that law. The Contractor is obligated to provide the Client with a statement

on request, in accordance with a model to be provided by the Client, containing the names and the Citizen Service Numbers (BSN) of all employees who are employed by him from week to week at Work.

Article 23 - Commencements of work; time schedule

- 23.1 The Contractor must ensure that it commences its activities on the day specified in the Agreement. The Client is at all times entitled to make changes to any agreed time schedule. Only the costs that the Contractor must demonstrably and reasonably incur in connection with the aforementioned changes will be borne by the Client.
- 23.2 If it is not possible for the Contractor to start work on the day specified in the Agreement, the Client is obligated to warn the Contractor as early as possible, but no later than five working days before the agreed start date.
- 23.3 The terms listed the time schedule are strict deadlines.

Article 24 – Contract variations

- 24.1 The Client has the right to demand that the Contractor perform additional and/or less work than contractually agreed.
- 24.2 Additional work by the Contractor will only be accepted if prior written permission has been given on behalf of the Client by an authorised person.

Article 25 – Wage tax and social insurance

- 25.1 The Client has the right to pay to the Contractor the wage tax and social security contributions owed by the Contractor regarding the work assigned to the Contractor or the temporary worker, but for which the Client is jointly and severally liable pursuant to the Collections Act 1990, by depositing it into their locked account in accordance with the 1990 Collections Act.
- 25.2 The Client also has the right to deduct the wage tax and social insurance premiums referred to in the previous paragraph from the contract price and to pay them directly to the Tax Authorities/Central Administration on behalf of the Contractor, if the Client reasonably believes that this is necessary to avoid the risk of joint and several liability referred to in the previous paragraph.
- 25.3 If the Client is of the reasonable opinion that the Contractor will owe a higher amount in social insurance premiums and/or wage tax regarding the work assigned to him than the percentage determined in the Agreement, that percentage may be changed accordingly in consultation with the Contractor.
- 25.4 If the Client makes use of the rights described in paragraph 1 and/or paragraph 2, he will be discharged from the Contractor for the amounts referred to therein.
- 25.5 If the Client does not make use of the rights described in paragraph 1 and/or paragraph 2, the amount of social security contributions and payroll tax due included in the contract price is not subject to cession, pledge or transfer under whatever title.

Article 26 – Claim

If the Client is held liable for social insurance premiums and/or wage tax owed with regard to the work assigned to the Contractor or with regard to a temporary worker, after payment the Client will have a claim on the owed amounts under this liability claim, totalling the amount paid and all costs relating to the liability claim of the Contractor.

Article 27 – Subcontracting

The Contractor is not permitted to assign the work in whole or in part to a third party without the Client's permission.

If the Contractor assigns (part of) the work to a third party, the Contractor will include the prohibition under property law on cession, pledging or transfer of the payable social security contributions and payroll tax as included in Article 25 paragraph 5 in the subcontracting agreement.