

General Terms and Conditions of Strukton for purchasing and outsourcing 2003

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Article 1. Definitions

In these General Terms and Conditions, the following terms shall have the meanings assigned to them in the present article:

Agreement: the agreement between the Client and the Contractor to carry out work, deliveries, or services for the Client, to which the present General Terms and Conditions have been declared to apply;
Client: all businesses belonging to the Strukton Group NV and the companies with which they collaborate;
Contract Price: the sum (not including turnover tax) for which the Contractor has undertaken to carry out the Project;

Contractor: the person/legal entity which the Client has requested to provide a quotation or with whom an agreement has been concluded;

Party inviting the tender/Principal: Strukton's Client;
Project: the work that is to be carried out or the delivery or service to be provided.

Specifications: the description of the work, together with the associated drawings, the conditions applying to the work, the memorandum of information, and the designation report;

UAV 1989: the Uniform Administrative Conditions for carrying out work of 1989 or of the most recent date;

Article 2. Conclusion of an agreement

An agreement shall be concluded if and insofar as:

- (a) the Client has accepted the offer submitted by the Contractor; or
- (b) the Contractor unconditionally accepts a written order placed by the Client within eight working days of the date of the said order; or
- (c) a written agreement is signed by both parties; or
- (d) the Contractor has commenced carrying out the order concerned.

Should (a) be the case, the text of the offer shall state the content of the Agreement. Should (b), (c), or (d) be the case, the text of the order shall give the content of the Agreement.

Article 3. Scope

1. These General Terms and Conditions shall apply to all requests by the Client and to all agreements concluded by the Client in respect of all work, deliveries, or services provided by the Contractor for the Client, and the associated materials.

2. The following terms and conditions shall also apply to all requests made by the Client and to all agreements which the Contractor has entered into, in the following order:

- a. The terms and conditions and provisions of the Agreement;
- b. These General Terms and Conditions and, insofar as work is contracted for;
- c. All the terms and conditions and provisions of the specifications concerned;
- d. The UAV 1989.

In the case of any contradiction, the higher-ranking terms and conditions in the above list shall prevail over those below them.

3. These terms and conditions shall only be deviated from if such is agreed in writing.

4. Any General Terms and Conditions applied by the Contractor, however they may be called, shall not apply and are excluded.

Article 4. Legislation and regulations

1. The Contractor is assumed to be familiar with, and undertakes to comply with, all legislation and other regulations, conditions, or provisions which the Contractor should comply with and observe pursuant to the Agreement it has concluded when implementing the said agreement.

2. The Contractor shall at all times comply promptly with all its obligations vis-à-vis the employees set to work by the Contractor.

Article 5. Drawings, designs, data

1. All data made available to the Contractor by the Client with respect to the preparation or implementation of the Agreement shall remain the exclusive property of the Client. They shall not be made available to third parties under any circumstances.

2. All designs, models, moulds, drawings, other data, or materials acquired or produced by the Contractor at the Client's own cost in order to prepare or

implement the Agreement shall be considered to become the property of the Client as soon as they have been prepared and taken delivery of by the Client. For as long as the Contractor has such data or materials at its disposal in order to implement the Agreement, the Contractor shall mark them as the property of the Client. The Contractor shall notify any third party which seeks recourse in respect of such data or materials of the property right of the Client. The Contractor shall immediately inform the Client of any claims asserted by third parties.

3. All designs, models, moulds, drawings, other data, and materials which are developed in collaboration with and/or at the behest of the Client shall not be provided to any third party and/or otherwise made available to such third party unless with the written consent of the Client. The knowledge acquired in developing the said items shall be exclusively at the disposal of the Client and shall not be made known to any third party and/or be used on behalf of any third party unless with the written consent of the Client. The Contractor shall bear the risk of loss or damage and shall take out insurance to cover the said risk at its own expense.

4. Where the designs, models, moulds, drawings, other data, and materials referred to in sections 1, 2, and 3 of this article are concerned, the Client shall be entitled to establish its own rights of intellectual/industrial property or to have such rights transferred by the Contractor. Even if such rights are not acquired or established by the Client, the Client shall be entitled to make use of the various items or to cause them to be used for other work.

Article 6. Prices

All prices shall be fixed prices and shall be valid duty paid (Delivered Duty Paid in accordance with the latest edition of the Incoterms), exclusive of value-added tax and including unloading, should this be relevant. Any changes in salaries, materials, rights, duties, or other costs shall not be set off vis-à-vis the Client.

Article 7. Delivery

1. The Contractor shall be obliged to perform the Agreement with due observance of the agreed time of delivery or within the agreed term or at the agreed place of delivery as stated in the Agreement. As soon as the Contractor becomes aware, or ought to become aware, that the Agreement will not be performed, not be performed in time, or not be performed properly, the Contractor shall immediately notify the Client in writing, stating the circumstances causing the said non-performance. Such notification shall not affect the Contractor's obligations to perform.

2. Should the Contractor not deliver, or not deliver in good time, it shall be deemed to be in default by the mere exceeding of the time of delivery and the Client shall be entitled either to set a further time of delivery for the Contractor to comply with its obligations or to dissolve the Agreement by means of a simple written notification issued to the Contractor, without any further notice of default or judicial intervention being necessary, without the Client being obliged to pay any damages or any other form of compensation, and without prejudice to the Client's other legal rights.

3. The Client shall have the right to set off the damage that it incurs as a result of the failure of the Contractor and the damage resulting from dissolution of the Agreement, as well as the sum that it may claim from the Contractor as a result of the obligation to repay arising from the dissolution, against payments, whatever these may be, which it may owe to the Contractor. All obligations on the part of the Client to make any payments whatsoever shall be suspended until the sums have been determined which the Client may claim from the Contractor as referred to in the first sentence.

4. Delivery of items shall be Delivered Duty Paid in accordance with the latest edition of the Incoterms (including unloading at the agreed location). Unloading of the goods shall take place at the expense and risk of the Contractor unless otherwise agreed in writing.

5. The Contractor shall remain liable for the risk of loss or damage until items or materials made available have arrived and have been unloaded at the delivery location.

6. The Client shall be entitled to request the Contractor to delay a delivery. Should this be done, the items concerned shall remain at the expense and risk of the Contractor and the Contractor shall store them, properly packaged, and clearly designated as intended for the Client.

7. The items to be delivered by the Contractor shall be packaged and marked in accordance with the applicable

legal requirements. The Contractor shall be liable for any damage resulting from improper packaging.

Article 8. Planning, completion

1. Without prejudice to the obligation on the part of the Contractor to complete its work by the time of delivery specified in accordance with the Agreement and section 2 of this article, the completion and defects liability period of the work to be performed by the Contractor, together with the completion and defects liability period of the Client with respect to the Party inviting the tender/Principal shall coincide with the actual completion and defects liability period.

2. Performance of the work carried out by the Contractor shall be fully co-ordinated with the Client's planning and shall be such that other work is not delayed. In the event of any speed-up or slow-down, the Contractor shall conform with the amended plans/progress.

3. During the performance of the work to be carried out by the Contractor, a managerial employee shall be present at the project site at all times and shall be authorised to represent the Contractor in all matters concerning the performance of the work. The said managerial employee shall report to the work crew at each commencement or termination of the work.

Article 9. Alterations

1. The Client shall be entitled to require alterations to the extent and/or nature of the work to be performed or the items or services to be provided.

2. Should the Contractor consider that this has consequences for the agreed fixed price and/or delivery date, it shall inform the Client within seven calendar days before complying with the alteration.

Article 10. Quality, inspection, checking

1. Without prejudice to the obligation on the part of the Contractor to carry out the necessary inspections for itself, the Client and its own Clients or third parties assigned by the Client shall at all times be entitled during the performance of the work, or prior to the delivery, to carry out inspections, tests, and checks, or to have them carried out; the Contractor shall ensure that any suppliers also cooperate in this respect.

2. Regardless of whether the Client has made use of its right as specified in the previous section of this article, the Contractor shall remain fully liable for the proper performance of the Agreement.

3. Should it appear during an inspection and/or check carried out by the Client after delivery that the items do not conform, either wholly or partly, with the Agreement or legal specifications, the Client shall provide the Contractor with notification of rejection. The risk in respect of the rejected items shall be transferred to the Contractor from the date of the said notification.

4. Should it appear at any time that the items or work fail to comply with the requirements to which they are subject, the Client shall be entitled to cancel all or part of the assignment without any notice of default or judicial intervention being necessary and without prejudice to the other legal rights of the Client.

5. In urgent cases and/or if it must be reasonably assumed after consultation with the Contractor that the Contractor will not be able to ensure repair or replacement, or not do so on time or properly, the Client shall have the right to carry out such repair or replacement at the expense of the Contractor or to have such repair or replacement carried out by one or more third parties.

Article 11. Warranty

1. The Contractor warrants that the work is or that the items and services provided are correct and proper (without their being subject to any rights, claims, charges, encumbrances, or restrictions by third parties or by the Contractor); that they are suited to the purpose specified in the Agreement and that they comply with the requirements (including legal requirements) and other regulations arising therefrom (for example safety or quality requirements); the Contractor also guarantees the absence of any visible or invisible shortcomings.

2. This warranty shall apply at least for the warranty period that has been agreed on or, should no such period have been agreed on, the warranty period which is normal in the sector.

3. The Contractor warrants the components described in the Specifications from the point at which each component is ready until completion of the project and subsequently for the period stated in the Specifications.

The warranty period shall be extended by a period equal to the period during which the items have not been used, or have not been used fully, as a result of any deficiency as referred to in the present provision. Further warranty periods equal to the period referred to above shall apply to any replacement items which are provided, rectified, or repaired.

4. Should a deficiency arise during the guarantee period, the Client shall be entitled either to return the items and require immediate repayment of the sum paid for them or to require that the other Party, upon being first notified by the Client, rectifies all deficiencies occurring during the warranty period and/or replaces the items or deficient components at its own expense and risk, without prejudice to the right of the Client to claim compensation for further damage or damage suffered by third parties.

Article 12. General obligations of Contractor

1. The Contractor shall refrain from providing any price quotation or offer to the Party inviting the Tender/Principal in connection with any extension or alteration to the work that is carried out by the Client. The Contractor shall also not make any further arrangements with the Party inviting the Tender/Principal or make any arrangements regarding matters concerning the work. The Contractor shall only carry out any assignments or instructions given by the Party inviting the Tender/Principal after first receiving the consent of the Client.

2. The Client shall be entitled to request the Party inviting the Tender/Principal or its representative, doing so in writing, to address its assignments and instructions directly to the Contractor. In such case, the Contractor shall be obliged to comply with the assignments and instructions given by the Party inviting the Tender/Principal, if the Contractor has been provided with a copy of the request by the Client. Instructions given to the Client by the Party inviting the Tender/Principal shall also be binding on the Contractor.

Article 13. Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act

1. Partly in connection with the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act [*Wet Ketenaansprakelijkheid*], the Contractor shall be subject to the following obligations:

a. The Contractor shall have and at the request of the Client shall provide:

- proper evidence that the Contractor is registered with an industrial insurance board;
- its permit to establish a business (insofar as such is required);
- evidence of the Contractor's being registered in the Trade Register
- insofar as such is required, an original guarantee account agreement, with a statement as to the institution where this is held;
- a statement giving its turnover tax and wage tax numbers.

b. At the request of the Client, the Contractor shall submit periodical lists giving the names and registration numbers of all employees that the Contractor has put to work for the project from week to week, together with their working hours, all this being according to model forms determined by the Client.

c. At the request of the Client, the Contractor shall provide its pay/salary list or an overview of man-hours for inspection.

d. At the request of the Client, the Contractor shall allow the Client to inspect its salary and employee records.

e. The Contractor shall provide a declaration whenever so requested by the Client and/or shall do so at its own initiative at least once per quarter with respect to the payments made to the industrial insurance board, together with a statement regarding the payment of wage tax and social security contributions within the meaning of the guideline/guidelines set out in the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act.

f. The Contractor shall immediately inform the Client in writing of any changes in its staffing.

2. The Contractor undertakes vis-à-vis the Client to comply strictly with its legal obligation to pay social security contributions and wage tax in respect of employees put to work by the Contractor and also to comply strictly with the applicable Collective Agreement.

3. The Client shall at all times have the right to pay to the Contractor those social security contributions and wage tax for which it is jointly and severally liable pursuant to the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act by depositing them in its blocked account. Should the Client make use of this right, the Contractor shall be obliged to comply strictly with the other rules referred to in Article 16b(7) of the Social Security (Coordination) Act (*Coördinatiewet Sociale Verzekering*, "CSV").

4. Without prejudice to the above, the Client shall at all times be entitled to deduct the social security contributions and wage tax referred to above from the contract price and to pay them directly to the industrial insurance board concerned or to the collector of direct taxation on behalf of the Contractor.

5. In all cases such as referred to in the two previous sections, the Client shall be deemed to have been granted discharge vis-à-vis the Contractor insofar as it has paid the said sums.

6. Should the Client, after having been held liable for tax or contributions owed by the Contractor or its subcontractors but not paid by them, have been required to pay such tax or contributions, the Client shall be entitled to recover the whole amount that it has paid from the subcontractor. The Client's claim shall be increased by the amount of the statutory interest.

7. By the Client's complying with its obligation pursuant to the applicable Collective Agreement vis-à-vis employees employed by the Contractor (including borrowed employees), the Client shall be entitled to recover what it has paid in this respect from the Contractor, plus the statutory interest.

8. The Contractor indemnifies the Client in respect of any claim by a benefits agency and/or the tax authorities vis-à-vis the Client on the grounds of not complying with section 2 of this article.

Article 14. Weekly reports

In the case of work being contracted for, the Contractor shall draw up weekly reports within the meaning of Section 27 of the UAV 1989 and shall submit the said reports to the Client.

Article 15. Performance by third parties

1. The Contractor shall not be entitled to cause some or all of the Agreement to be performed by third parties without having received written consent to that effect from the Client. The Contractor shall also not be entitled to make use of workers provided by third parties without having received the written consent of the Client. In the event of work being carried out by third parties or of labour being borrowed within the meaning of this section, the Contractor shall be required to strictly comply with the administrative regulations pursuant to Article 16b(10) of the CSV or Article 16a(1) of the CSV or any other similar regulation.

2. Should the Contractor transfer the performance of the Agreement, either wholly or partly, to a third party, observing the previous section of this article, the Contractor shall be obliged to specify such in a written agreement, together with the terms and conditions of the Agreement and of these General Terms and Conditions. The Contractor granting the assignment shall assume the legal position of the Client and the third party that of the Contractor.

3. The Contractor shall in all cases fully indemnify the Client in respect of any claims or entitlements asserted by third parties vis-à-vis the Client as a result of the Contractor having caused work to be performed by third parties (including borrowed labour).

Article 16. Property

1. If items to be delivered have been approved by the Client and comply with the terms of the Agreement, title to the said items shall be transferred upon delivery. Any damage occurring during transport, loading, or unloading shall at all times be at the expense of the Contractor.

2. Ownership shall be complete and without any retention of title.

3. The Client shall be entitled to require that the title to items to be delivered shall be transferred at a different point in time than agreed. In such case, the Contractor shall mark the items as the recognisable property of the Client. The said items shall, however, remain in the

possession of the Contractor and shall be at the latter's expense and risk.

4. In the event of work being contracted for, title to materials shall be transferred to the Client upon the said material being supplied to the project site; however, the risk attaching to the said material shall not be transferred to the Client. The Contractor shall continue to bear the risk until the point of completion of the whole project or that part of the project of which the material belonging to the Contractor forms part.

Article 17. Tools and equipment

1. Unless otherwise specified in the Agreement, the Contractor shall make arrangements regarding all the necessary tools and other equipment required to perform its work. All tools and other equipment shall comply with the applicable safety requirements. The use of tools or other equipment which do not comply with the said safety requirements is prohibited.

2. The Client shall not be required to guard any tools, equipment, or other property belonging to the Contractor. The Client shall not be liable for loss or damage to such tools, equipment, or other property.

3. Unless otherwise stated in the Agreement, the necessary vertical and horizontal transport needed for carrying out the work shall be performed by the Contractor at its own expense and risk.

4. In each case when equipment belonging to the Contractor is delivered to the project site, the Contractor shall see to it that a receipt is drawn up, with a duplicate being submitted to the chief supervisor at the project site.

5. Any tools and other equipment supplied to the Contractor by the Client in order for the Contractor to carry out its work shall at all times remain the exclusive property of the Client.

6. The Client shall be obliged to make proper use of any equipment made available by the Client, to maintain it, and to mark it as being the identifiable property of the Client. As long as the Contractor has such equipment in its possession in order for it to carry out the work, the Contractor shall bear the risk of damage or loss from whatever cause. Upon completion of the work, all equipment belonging to the Client which is in the possession of the Contractor shall be immediately placed at the disposal of the Client.

Article 18. Materials and other items

1. All items required to carry out the work shall be procured and transported to the site where the work is to take place by the Contractor at its own expense.

2. Upon their being delivered to the site, the items shall be unloaded and tested by or on behalf of the Contractor on the instructions of the Client. All deliveries shall take place subject to inspection at the project site to the satisfaction of the Client and of the Party inviting the Tender/Principal. The time and place shall be determined by the Client.

3. The Contractor warrants that the items to be delivered shall be produced in accordance with proper workmanship, pursuant to the agreed specifications and/or a sample approved by the Client, and shall be suitable for their intended use. The items shall be of good, constant quality and shall be free of deficiencies in design, manufacture, or material.

4. The Contractor shall be obliged to inform the Client in advance of any alteration in the composition or properties of the items to be delivered by the Contractor. Should the Contractor fail to do so, it shall be liable for any damage incurred by the Client as a result of such alteration.

5. Despite the items having been approved, the Contractor shall not be released from any warranty or liability on the grounds of the Agreement with the Client or of these General Terms and Conditions.

6. Rejected items shall be removed from the construction site by the Contractor upon the Client's first request and shall be immediately replaced at the expense of the Contractor. Should the Contractor fail to do this, the items shall be removed by the Client at the expense of the Contractor. Despite the items having been approved, the Contractor shall not be released from any warranty or liability on the grounds of the Agreement. The Contractor undertakes not to invoke the provisions of Section 17.3 (second sentence) of the UAV 1989 or similar provisions.

Article 19. Delivery, transport, storage

1. All items shall at all times be transported at the expense and risk of the Contractor. The costs incurred for packaging, insurance, loading, and stacking, together with all other costs of any kind whatsoever, shall be at the expense of the Contractor.
2. Each consignment shall be accompanied by a packing list and a consignment note bearing the number of the Agreement.
3. Items shall not be delivered outside the Client's normal working hours other than with the prior consent of the Client.
4. Any breakage, deficiencies, or damage occurring during transport or during unloading or stacking shall be at the expense of the Contractor; the Contractor shall replace any items which have been damaged or lost free of charge or, subject to the Client's consent, shall repair them.
5. Should the Client not be able to take delivery of the items, the Contractor shall take measures to store the items until delivery can take place, doing so at its own expense and risk.

Article 20. Employees

1. All employees deployed by the Contractor to carry out its work shall be under the direct supervision and responsibility of the Contractor.
2. Unless it has received the prior written consent of the Client, the Contractor shall make use of its own employees exclusively.
3. In the event of any misconduct or unsuitability, the Client shall be entitled to remove persons employed by the Contractor from the construction site and to require them to be replaced.
4. The working hours and breaks at the site, together with public holidays, holidays, or other days off on which no work is carried out which are generally observed at the location of the project and to which the Client is bound by government regulations or a Collective Agreement shall also apply to the Contractor and the Contractor's employees who are involved in the work carried out for the Client at the construction site or at the location of the project. The Client shall not be liable for any damage incurred by the Contractor in this respect.
5. Overtime shall only be worked subject to the prior consent of the Health and Safety Inspectorate and of the Client.
6. Should "winter provisions" apply, the Contractor shall be obliged to cooperate, with due observance of the regulations of the Foundation for Preventing Delays (*Stichting Verletbestrijding, SVB*) or of its legal successor. Any payments made by the SVB or by its legal successor shall be to the benefit of the Client unless otherwise agreed.

Article 21. Liability

1. The Contractor shall be liable for any damage or personal injury of any kind whatsoever resulting from its non-compliance with its obligations or caused by any action or omission on its part, regardless of whether this is its fault. Liability shall extend to damage resulting from the delivery time of delivery being exceeded, damage to property, trading loss, and other indirect damage incurred by the Client or the Client's own Client.
2. The Contractor shall be entirely liable in respect of product liability regarding items delivered or used by the Contractor.
3. The Contractor shall at all times fully indemnify the Client in respect of all claims or entitlements asserted by third parties as a result of the Contractor failing to comply with its obligations under the Agreement or due to any unlawful act performed on behalf of the Contractor. The Contractor shall be obliged – insofar as is reasonable – to enter into a settlement with such third-party or to defend itself at law against entitlements as referred to above in the place of the Client or jointly with the Client, all this being at the discretion of the Client and at the Client's first request. The Contractor shall also fully reimburse the Client for all resulting damage and costs.
4. Any damage and/or delay resulting from faults in the electricity and/or water supply and/or other power supplies shall be at the expense of the Contractor.

Article 22. Insurance

1. The Contractor shall take out insurance to the satisfaction of the Client for the Contractor's legal and contractual liability; the Contractor shall pay the full insurance premium in advance for the duration of the assignment and shall demonstrate to the satisfaction of the Client that any insurance disbursements shall be made directly to the Client. Should the Contractor fail to do so, the Client shall be entitled to cancel the Agreement without prejudice to the Client's other rights.
2. Insofar as expressly agreed, the Client shall take out a "Construction All Risk" insurance policy in respect of the project of which the Contractor's work forms part. Unless otherwise indicated, the said insurance policy shall not cover tools or equipment; these shall be the responsibility of the Contractor. In the event of any damage occurring, the Contractor shall immediately inform the Client in writing. Any own-risk sum payable in respect of the damage shall be at the expense of the Contractor.
3. Should a warranty insurance policy have been agreed, the Contractor shall take out relevant insurance to the satisfaction of the Client prior to the commencement of the warranty period. The insurance certificate shall be presented to the Client for approval and, unless agreed otherwise in writing, the insurance policy shall nominate the Client as the beneficiary. Unless agreed otherwise in writing, the insurance premium payable for the whole warranty period shall be paid to the insurance company in advance. The Contractor shall provide the Client, or a public notary specified by the Client, with the original insurance certificate as proof together with the original receipt for the premium – doing so immediately after they have been received – for safekeeping for the whole period of the warranty.
5. Should the Contractor fail to comply with any of the above obligations, the Client shall be entitled, without any notice of default being required, to take out warranty insurance and to deduct the costs involved, together with any further damage, from the contract price.
6. The said warranty insurance shall cover all material damage and damage resulting from the improper installation or application of the materials described in the specifications or the failure to install or apply such materials.
7. All decisions in respect of the insurance policies referred to in the previous sections and in respect of any resulting claims to which the Client agrees shall also be binding for the Contractor.

Article 23. Correspondence

Should the Contractor wish to enter into correspondence regarding the Agreement or request, it shall only be entitled to do so by sending a separate letter for each project, stating the subject, reference, and date of the Agreement. For administrative reasons, the Client will be unable to consider letters referring to two or more agreements or letters which do not clearly indicate the agreement or request concerned.

Article 24. Payment

1. Once the Contractor has complied with all its obligations under the Agreement, it shall be entitled to invoice the Client for the agreed price. All invoices shall be sent to the Client in triplicate and, in the case of work performed, together with a receipt signed by the supervisor.
2. Receipts for work or delivery provided or signed by the Client's supervisors shall have no further effect than to indicate that the work they refer to has been performed or that the deliveries they refer to have taken place. In particular, they shall not, for example, be deemed to indicate recognition of anything having been performed or having taken place in compliance with the Agreement or that any assignment (including for extra work) has been given or any purchase has been made.
3. The Contractor shall invoice for assignments, extra work, cancelled work, and alterations by means of separate bills.
4. All invoices shall comply with the statutory requirements pursuant to the Turnover Tax Act (*Wet Omzetbelasting*). Each invoice shall be dated and numbered, with the Contractor clearly and plainly indicating at least the following details:
 - the name and address of the Contractor;
 - the assignment number, the project number, and the code number;
 - the name of the project to which the invoice refers and the location where it was carried out;
 - the period during which the performance to which the invoice refers was carried out;

- the total contract price or purchase price, sums already invoiced for, and the instalment number;
 - the period and the performance to which the invoice refers;
 - an indication of whether or not the turnover tax transfer regulations apply and if not the amount of turnover tax concerned;
 - relevant bank account numbers;
 - the guarantee account number;
 - the numbers of the receipts confirming delivery;
 - the extent of the CSV wage and salary bill contained in the amount invoiced for;
 - the amount already invoiced for, together with the relevant invoice;
 - the amount still to be invoiced for;
 - in the event of subcontracting and/or borrowing of workers within the meaning of the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act, the amount of the CSV wage and salary bill (gross pay) included in the amount invoiced for, based on arrangements made in advance with respect to the wage and salary bill and the obligation to deduct contributions.
5. Unless otherwise agreed or specified in these terms and conditions, payment shall be made within 60 days of the Contractor having complied with its obligations and the invoice having been received by the Client.
 6. The Client shall be entitled to set off any amounts owing and/or claimable in connection with the Agreement against those which the Client or businesses belonging to the Contractor's corporate group is/are entitled to claim and/or owe for whatever reason.
 7. Unless otherwise agreed, credit restriction surcharges shall not be accepted.
 8. Payment shall only be effectuated when the work or delivery, or a portion thereof, to which an instalment relates has been completed and accepted and approved by the Client, and after the Contractor has, if so requested, demonstrated to the Client that it has paid the workers involved in the work the amounts to which they are entitled.
 9. All payments made prior to the payment of the final bill shall be considered to be advance payments. As such, they shall not constitute any recognition of the correctness of the invoices to which they relate, nor of any accounts receivable at the time of payment.
 10. The Client shall notify the Contractor in writing when it intends submitting its final bill to the Party inviting the Tender/Principal. Within two weeks of receiving such notification, the Contractor shall submit an account to the Client of any sums still payable to it.
 11. The Contractor hereby waives any right of retention which it may be able to assert vis-à-vis the Client.
 12. The Contractor shall at all times be obliged to provide the Client with personal or real security, doing so at the Client's first request.

Article 25. Other security

1. The Client shall not invoke the provisions of Article 13(1)(e) or Article 13(5) or (6) if and for as long as the Contractor provides the Client with sufficient security, in the form of an indemnity statement by a mutual insurance association regarding payment of the social security contributions and wage tax in respect of the project for which the Client is jointly and severally liable pursuant to the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act.
2. The Client shall not invoke the provisions of Article 13(6) or (7) if and for as long as the Contractor provides the Client with sufficient security to the latter's satisfaction with respect to the payments referred to in the previous section in the form of a warranty or surety provided by a guarantee fund.

Article 26. Environment

1. Without prejudice to the provisions of Article 4(1) and (2), the Contractor shall comply with the prevailing environmental legislation and regulations and with any additional requirements imposed by the Client in this respect.
2. The Contractor shall clear up remains of materials, packing and packaging materials, and any contamination caused by the Contractor's work and, unless otherwise agreed, shall remove them. Chemical materials remaining such as paints, adhesives, solvents, and any other environmentally unfriendly materials, including associated packing and packaging materials, shall be collected by the Contractor itself and removed by the

Contractor in accordance with the statutory regulations regarding the "removal of chemical waste".

Article 27. Safety

1. The Contractor shall comply with the prevailing health and safety legislation and regulations, together with the applicable Collective Agreement provisions and any supplementary requirements imposed by the Client in this respect.
2. The Contractor undertakes to maintain the safety facilities which are/have been installed. The Contractor shall rectify any unsafe situations which it identifies and shall immediately inform the Client thereof.
3. Any safety instructions given by the Client shall be observed in full.

Article 28. Industrial and intellectual property

1. The Contractor warrants that in implementing the Agreement no infringement will take place of patent rights, trademark rights, copyright, industrial or intellectual property, or other rights of third parties.
2. The Contractor hereby indemnifies the Client for any claims resulting from any infringement of the rights referred to in the previous section and shall reimburse the Client for any damage, costs, or interest resulting from any such infringement.

Article 29. Prohibition on assignment, pledging

Without the consent of the Client, the Contractor shall not assign or pledge its claims under the Agreement with the Client to any third party or transfer them to such third party under any title whatsoever, nor shall it establish any restricted right upon them or cause such right to be established.

Article 30. Right to intervene in the performance of the Agreement

1. Should the work proceed in such a way that the period of time for performance of all or part of the project can be reasonably expected to be exceeded, or should the Contractor not perform or have performed the work in accordance with the provisions of the Agreement or in accordance with the requirements of good workmanship, the Client shall notify the Contractor in writing to that effect.
2. Should the Contractor fail, within 48 hours of receiving the notification referred to in the previous section, to take measures such as to ensure that the backlog is caught up with and/or the requirements and provisions referred to above are complied with within a short period of time, with notification to the Client to that effect, the Contractor shall be deemed to be in default.
3. Should the Contractor be deemed to be in default within the meaning of previous sections, the Client shall be entitled, without any further notice of default being required, to intervene in the work in order to expedite or improve it, either by deploying its own staff or third parties brought in by the Client. The Client shall inform the Contractor of any such intervention. The Contractor shall provide the Client and any third parties brought in by the Client with all the cooperation they may request, including the right, if necessary, to make use of materials, tools, equipment, etc. belonging to the Contractor.
4. The costs involved in such intervention shall be at the expense of the Contractor and shall be immediately due and payable. The Client shall not forfeit any right to the payment of damages as a result of such intervention.
5. The Contractor shall not derive any right to any payment or lost profits as a result of such intervention.

Article 31. Dissolution

1. Without prejudice to the provisions of the previous articles of these General Terms and Conditions, the Client shall be entitled to dissolve part or all of the Agreement with immediate effect, without any notice of default being required, should any of the following circumstances arise:
 - the Contractor fails to comply with one or more of its obligations vis-à-vis the Client, or fails to do so in time or in the proper manner;
 - the Contractor is the subject of a petition for bankruptcy; itself petitions for bankruptcy; is declared bankrupt; has requested a suspension of payments;

is granted a suspension of payments; winds up some or all of its business; offers a voluntary arrangement to its creditors; or turns out in some other manner to be insolvent;

- in the opinion of the Client, it is unreasonably difficult for the Contractor to comply with the Agreement as a result of force majeure;
- the contract with Client's Principal is terminated or suspended;
- control of the Contractor's business is transferred to a third party, unless the Contractor demonstrates plausibly that such transfer will not hamper the performance of the Agreement.

2. In the event of dissolution as referred to in the previous section, the Client shall in no case be required to pay any form of compensation whatsoever. The Contractor shall be obliged to indemnify the Client in respect of any claims asserted by third parties as a result of such dissolution.

3. In the event of dissolution, the Client shall have the following rights in respect of items which have not been delivered and/or work which has not been carried out as well as in respect of that portion of the Agreement which has already been performed but which can no longer be effectively utilised as a result of the Agreement being dissolved:

- the right to return items to the Contractor, at the latter's own expense and risk, which have already been delivered, together with the right to restitution of the payments effectuated by the Client in respect of the said items;
- the right to reimbursement by the Contractor of the extra costs incurred by the Client for the procurement (or renewed procurement) of items that have not yet been delivered or to reasonable replacement of items which have not been received by the Client and/or retained;
- the right to cause work that should still be carried out pursuant to the Agreement to be carried out by third parties at the Contractor's expense. Any claims which the Client may have or acquire vis-à-vis the Contractor in such cases shall be immediately due and payable in full.

4. The previous provisions of these terms and conditions, including the previous sections of this article, shall not affect claims which the Client may be able to derive under ordinary law vis-à-vis the Contractor in respect of the Contractor's failure to perform.

Article 32. Disputes, applicable law

1. Any disputes arising between the Client and the Contractor as a result of the present Agreement, including disputes which are considered to be such by only one of the Parties, shall be settled by means of arbitration in accordance with the rules set out in the articles of the Arbitration Board for the Building Industry (*Raad van Arbitrage voor de Bouw*) as the said articles read when the Agreement is entered into.

2. The Agreement shall be subject to Dutch law.