GENERAL TERMS AND CONDITIONS OF PURCHASE AND (SUB)CONTRACTING 2021

General terms and conditions of purchase and (sub)contracting of Ter Hoek Vonkerosie Rijssen in Rijssen, The Netherlands of January 1st 2024

- Article 1: Scope of application

 1. The Citerrit is the relutarial person, legal entity or partnership that applies
 the Contract of the Contract of purchase. The other party is referred to as
 the Contractor, in these terms and conditions. Principal refers the
 Citerrit client. In addition, "the work" is also understood to refer to the
- provision of services.

 Anticles 1 up to and including 23 of these terms and conditions apply to all offers made to the Client and agreements concluded with the Client and to all agreements and agreements concluded with the Client and to all agreements and agreements concluded with the Client and to all agreements and sing from this, all insofar as the Client is the buyer or the client. If those offers or agreements relate to the (sub)contracting of work or the provision of services, then Articles 24 up to and including 32 of these terms and conditions also apply. Deviations from these general terms and conditions of purchase and (sub)contracting only apply if these have been confirmed in writing by the Client to the Contractor.
- ent to the Contractor.
 the event of conflicts between the content of the agreement ente
 o by the Client and the Contractor and these general terms
 nditions, the provisions set out in the agreement will prevail.

Article 2: Costs related to offers

1. Any costs associated with making offers or quotations, including the costs of advice, drawings and the like made by or on behalf of the Contractor, will not be reimbursed by the Client.

- Article 3: Delivery time and penalty

 1. Specified delivery times or execution periods are deadlines. The
 Contractor is in default by operation of law on exceeding the delivery time
 or execution period. As soon as the Contractor knows or ought to know
 that the agreement will not be executed, or will not be executed on time
 or properly, it will inform the Client immediately.

 2. The Contractor is liable for all damage suffered by the Client as a result
 of exceeding the delivery time and/or execution period as referred to in
 paragraph 1 of this article.
- where the units attitute, we write delay in the delivery time or execution period, the ractor will pay the Client an immediately due and payable fine of \in 0 per day. This penalty can be claimed in addition to compensation true of the law.

Article 4: Prices

- The prices mentioned in the offer are based on delivery as referred to in Article 5.1 of these terms and conditions.
- Article 5.1 of these terms and conditions.
 All prices are expressed in euros, fixed, exclusive of VAT and inclusive of proper packaging.
 An increase in cost-determining factors that occurred after the conclusion of the agreement remains at the expense of the Contractor, regardless of the period that elapsed between the conclusion of the agreement and the execution thereof.

- cicle 5: Delivery and risk transfer
 Delivery takes place at the moment that the Contractor delivers the good
 to the Client's business location unloaded. Until that time the Contractor
 bears the risk of the good in terms of, inter alia, storage, loading,
 transport and unloading. The Contractor is obliged to insure itself against The Client and the Contractor may agree that the Client will be
- The client and the Contractor may agree that the client will be seponsible for the transport. In that case too, the Contractor bears the risk of, inter alia, storage, loading, transport and unloading. The Contractor amisure Itself against these risks.

 If the goods are collected by or on behalf of the Client, the Contractor must provide assistance with the loading free of charge.

- Article 6: Inspection and approval

 1. The Client has the right at all times to inspect or approve the ordered or delivered goods and/or the work (in progress). In that case, the Contractor will provide such lacilities as can reasonably be required for
- this.

 The Client is never obliged to inspect or approve the ordered or delivered goods and/or the work (in progress) and can assume that the ordered or delivered goods and/or work (in progress) are sound.

 The costs of the inspection/approval referred to in paragraph 1 of this article will be borne by the Contractor if these goods/the work are rejected by the Client. Inspection or approval does not release the Contractor any quarantee or liability, arising from these terms and conditions, the agreement or the law.

- conditions, the agreement.

 Article 7: Rejection

 If the goods/work delivered by the Contractor do not comply with the agreement, the Client has the right to reject these. Receipt of the goods or payment of the goods or work does not imply acceptance thereof.

 If the Client rejects the delivered goods and/or the work, the Contractor is the Client of the Client will be entitled to carry out the work referred to in accordance to the client will be entitled to carry out the work referred to in the Client will be entitled to carry out the work referred to in the Client will be entitled to carry out the work referred to in the Client will be entitled to carry out the work referred to in the Client will be entitled to carry out the work referred to in the Client will be entitled to carry out the work referred to in the Client will be entitled to carry out the work referred to in the Client will be entitled to carry out the work referred to in the Client will be entitled to carry out the work referred to in the Client will be entitled to carry out the work referred to in the contractor of the Client will be entitled to carry out the work referred to in the contractor of the Client will be entitled to carry out the work referred to in the contractor of t To this article within the set period or does not do so to the satisfaction of the Client, the Client will be entitled to carry out the work referred to in paragraph 2 of this article itself or have it done by a third party at the Contractor's excense.

- rticle 8: Intellectual property rights
 Intellectual property rights include copyright, database rights, design
 rights, trademark rights, patents, topographies, or the right to obtain
 these intellectual property rights by application, filing, registration or
- mean regime, pleasurity, tipographies, or the right to obtain these intellectual property rights to application, filling, registration or otherwise.

 Intellectual property rights to the work include all intellectual property rights vested in the work, the performance to be delivered, the goods and tratellectual property rights vested in the work, the performance to be delivered, the goods and with regard to or for the execution of the agreement between the Contractor and the Client. The Client are considered to be the maker, designer or inventor of the works created in the context of the agreement. The Client therefore has the exclusive right to apply for a patient, trademark or model. If the performance (partly) consists of currently existing intellectual property rights, the Contractor hereby transfers these rights, insofar as possible, to the Client and at the fast request of the Client will undertake the additional actions required for For (the transfer of) the intellectual property rights to the work, the Client will not one any compensation to the Contractor.

 The Contractor waives the personality rights mentioned in Article 25. (a) of the Copyright Act. Thord as it concerns changes to the work, the Contractor waives the personality gints referred to in Article 25. (b) and c) of the Copyright Act.

 Contractor will not invoke the authority granted in Article 25.4 of the Copyright Act.

- Copyright Act.

 The Contractor guarantees that the goods to be delivered to the Client, the work to be performed and the intellectual property rights to the work on critifringe the rights of third parties, including intellectual property rights, and indemnifies the Client against all claims on that account. The Contractor will compensate the Client for all damage resulting from any infringement, including the (full) costs of defence.

- Article 9: Source code and user licence for computer software

 1. If the performance to be delivered by the Contractor (also) consists of the
 delivery of computer software developed specifically for the Client, the
 Contractor will transfer the source code to the Client.

 2. If the performance to be delivered by the Contractor consists of the
 delivery of computer software not specifically developed for the Client.
 the Client by way of derogation from Article 8.3 of these terms and
 conditions will be given a non-exclusive, worldwide and perpetual user conditions - will be gired on non-exclusive, workfewlied and perpetual user licence to that part of the computer software for the normal use and proper functioning of the good. If a part of the computer software has been developed specifically for the Client, Articles 8 and 9, first paragraph of these terms and conditions apply in full to that part. The Client is not permitted to transfer the licence or the subclience. Upon the sale of the good by the Client to a third party, the licence automatically bransfer to the acquirer of the good.

For the acquisition of the source code as referred to in the first paragraph of this article or user licence as referred to in the second paragraph of this article, the Client shall not owe any compensation to the Contractor. 3.

- Article 10: Confidentiality and non-solicitation clause

 1. All information provided to the Contractor by or on behalf of the Client, such as models, design information, images, drawings, know-how and other documents, of whatever nature and in whatever form are confidential, and the Contractor will not use this for any purpose other than for the execution of the agreement.

 2. The Contractor will not desclose or reproduce the information referred to other contractors will not desclose or reproduce the properties of the contractor will in no way directly or indirectly submit quotations or offers to the Principal that relate to the goods or work that is the subject of the agreement between the Client and the Contractor.

tien 11: *renary*
In the event of violation of the provisions set out in Article 9.1 or Article 10, the Contractor will owe an immediately due and payable penalty of € 50,000 per violation. This penalty can be claimed in addition to compensation by virtue of the law.

- ticle 12: Resources

 All resources, such as drawings, models, moulds and equipment, which resources, such as drawings, models, moulds and equipment, which made available to the Contractor by the Client for the execution of an rement or which the Contractor has made or commissioned edicitally within the framework of the agreement with the Client, remain become the property of the Client under all circumstances, rrespective whether or not these have been paid for, resources and all copies made of these must be made available or under other Client at the first request long as the Contractor has the resources in its possession, the intractor must provide these with an indebtile mark indicating that they to wish he by claim to these resources of the Client's ownership.

- who wish rejudy call to these resources of the Client's ownership. Without prejude to the provisions set of the Client's ownership. Without prejude to the provisions set of the Client and candidate the state of the performance of delivertees and work for the Client and shall not show these to third: Darties, unless the Client has given explicit written permission for this. The Contractor bears the risk of loss, misplacing, destruction or damage and is obliged to insure this risk at its own expense.

- Article 13: Liability

 1. The Contractor is liable for all damage, including fines, caused by a failure or wrongful act on the part of the Contractor.

 2. The Contractor indemnifies the Client against all third-party claims for compensation of damage as referred to in the first paragraph.

Incle 14: insurance
The Contractor is obliged to take out adequate insurance of damage that the Client suffers due to a failure or wrongful as of the Contractor or third parties engaged by it. At the request, the Contractor will provide copies of the relevan proof of payment of premiums.

ticle 15: Cancellation or termination of the agreemen

To Californation to refinition on the agreement of the client is entitled at all times to terminate or cancel the agreement with immediate effect on payment of a fee equal to the actual cost notined by the Contractor and a reasonable profit margin. The burde of proof with regard to the costs incurred and a reasonable profit margin is with the Contractor.

- icle 16: Warranty
 The Contractor guarantees the proper execution of the agreed
 performance for a period of 30 months after commissioning,
 in the event that the completed or delivered goods or the work are not
 commissioned within 30 months after delivery or completion, the
 guarantee applies for a period of 30 months after delivery or completion, if
 if the agreed performance has not been properly executed, the
 Contractor will execute the performance properly as yet without delay,
- The Contractor will bear all costs associated with the repair of the defect, or the replacement of the goods and/or the work. This also includes the costs for the commissioning of the goods and/or the work after aforementioned repair or replacement. If the goods and/or the work are part of a larger object, the costs for commissioning that larger object will also be borne by the Contractor. If the Contractor fails to comply with its guarantee obligation, the Client will be contractor that the complete or the contractor of t

- ticle 17: Payment
 Unless otherwise agreed, payments must be made within 60 days of the
- invoice date. If an advance payment has been made or payment is made in instalments, the Client has the right to require the Contractor to provide what in the Client's opinion is sufficient security for the fulfilment of the obligations. If the Contractor does not comply with this provision within the set time limit, it will immediately be in default, in that case, the Client has the right to terminate the agreement and to recover its damages from the Contractor.
- Article 18: No right of offset or suspension on the part of the Contracto

 1. The Contractor's right to offset any claims against the Client or to
 suspend the fulfilment of its obligations is excluded, unless the Client has
 been granted a suspension of payments or is bankrupt or the statutor,
 debt adjustment scheme applies to the Client

Article 19: Transfer of ownership in advance

At the Client's first request, the Contractor is obliged to transfer the ownership of the goods to be delivered, or the equipment, parts and structural parts from which the goods will be assembled or manufactured, to the Client in advance. The Contractor will perform all additional actions required for this transfer without delay.

- sicle 20: Prohibition on retention right. The Contractor is at all times prohibted from exercising the right of retention with regard to goods belonging to the Client that it has in its possession for whatever reason. If the provisions set out in paragraph 1 of this article are infringed, the Contractor will owe an immediately due and payable penalty of € 500 per day up to a maximum of € 50,000. This penalty can be claimed in addition to compensation by virtue of the law.

- to compensation by virtue of the law.

 rticle 21: Right of offset or suspension on the part of the Client.

 The Client is entitled to offset any debts it owes to the Contractor against:

 a. claims that the Contractor has against the Client.
 b. claims that companies affiliated to the Client have against the
 Contractor.
 c. claims against companies affiliated to the Contractor.
 In addition, the Client is entitled to offset its claims against the Contractor
 against debts that companies affiliated to the Client have against the
 Contractor.

 For the purpose of this article 'affiliated companies' means all companies
 belonging to the same group, within the meaning of Article 2:24c of the Dutch Civil Code, and a participation within the meaning of Article 2:24c of the Dutch Civil Code.

 If the Contractor does not fulfil its obligations, the Client may suspend its
 payment obligations until the Contractor has fulfilled its obligations.

ticle 22: Transfer and pledging of claims
The Contractor cannot transfer or pledge claims arising under the agreement with the Client. This provision has effect under property law.

Article 23: Applicable law and competent court

The Vienna Sales Convention (CISG) does not apply, nor does any other 1. international regulation that may be excluded. The Dutch civil court with jurisdiction in the Client's place of business is authorised to take cognisance of any disputes. The Client may deviate from this rule governing jurisdiction and rely on the statutory rules governing jurisdiction instead.

(Sub)contracting of work/services

Article 24: Prohibition on further subcontracting and hiring in of

- licle 24: Prohibition on further subcontracting and inring in ursonnel
 Without the prior written permission of the Client, the Contractor may not
 contract out the work, or parts thereof, to another party or hire in
 personnel for the execution (of parts) thereof.
 If the Client lyess permission for outsourcing work or hiring in personnel,
 the provisions set out in Articles 25, 26 and 27 will in any case apply. The
 Contractor is also obliged to impose the provisions set out in these
 articles on its contractual parry and also to stipulate that this contractual
 parry shaft fully increporate these obligations into agreements it enters
 into for the execution of (parts of) the work.

Article 25: Vicarious tax liability in the event of subcontracting

- If the vicarious tax liability in the event of subcontracting If the vicarious tax liability for wage levies in the event of subcor applies, the Contractor is obliged to have a G account and, at request of the Client, to make a copy of the original G account ag available to the Client. The Client is abusy entitled to account ag
- reviables to the Client.

 The Client is advays entitled to pay the agreed part of an invoice amout to the Contractor by way of payment to the G account. If no part has be agreed in advance, the Client will determine which part of the invoi amounts it will deposit into the G account. Every payment into the account by the Client must be regarded as valid payment to 1
- tractor.

 Contractor is obliged to provide the Client with a new, origina ement of payment conduct issued by the tax authorities every three this.
- ons. Contractor is obliged to provide the Client with the following details fiting, of all the employees to be (directly or indirectly) deployed re the work commences: commences:
 Name, address and place of residence;
 Date of birth;
 Clitzen service number (BSN);
 Nationality;
 Type of identity document, number and period of

- nediately:

 the agreement or the contents thereof on the basis of which it has
 executed the performance it has provided to the Client;
 the details of compliance with that agreement, including a registration
 of the persons who have performed work and of the days and hours
 during which those persons have performed work;
 the payments made in connection with the aforementioned
 agreement.
- the payments made in connection will are advertisements agreement. In the event of bankruptsy on the part of the Contractor, the Client is entitled to suspend its payment obligations until the Client has received a statement from the Tax and Customs Administration confirmation of the Contractor of

- The Contractor's invoices must comply with the requirements of Article 38a of the Tumover Tax Act 1968. In addition, the Contractor must state the following clearly and orderly on the invoices:

 a. the date of Issuance;

 - the date of issuance:
 a consecutive number, with one or more series, so that the invoice
 can be uniquely identified;
 the Client's name and address;
 the Contractor's name and address;
 whether or not the reverse charge mechanism with regard to turnover
 tax is applicable and if not, the amount of the sales tax;
 the Contractor's VAT identification number;
 the client's VAT identification number, if the VAT is reversed to the
 8. Client;
- Client; the invoice amounts, broken down for each tariff and then subdivided into unit price and any discounts applied, the number or reference, if any, of the agreement under which the Contractor has executed the invoiced performance(s): the time periods during which the performance(s) have been the time periods during which the performance(s) have been the time periods during which the performance(s) have been the time periods during which the performance(s) have been the time periods during which the performance(s) have been the time periods during which the performance(s).

- Contractor has executed the involved performance(s) have been been closed.

 Let the description or reference of the work to which the payment relates; if applicable the Contractor's G account number:

 It applicable the Contractor's G account number:

 In the amount of the wage costs and (separately) the wage tax rate payable on the wage amount.

 The Contractor should attach a specification of the number of hours worked to each invoice. With regard to the employees deployed, the specification must at least state the initials, sumane and date of birth of these employees and the days and hours during which these employees have performed work. The Contractor must also submit a document showing that it is entitled to payment, such as a suprint a document
- form.
 The Client will only pay invoices after the work or the part of the work to which a payment instalment relates has been approved by it and the invoices meet the requirements set out in this article.

- Article 27: Hiring in of personnel by the Contractor

 1. If the Contractor hires in personnel to execute the work, it must comply
 with the following provisions:

 the Contractor deposits 25% of each invoice amount (including VAT)
 on the supplier's G account. If VAT is reversed this is 20%,
 provided in the contractor administration was provided inventional to the contractor's administration must provide immediate insight into
 the details of the hiring, the time tracking administration and the
 payments:
- the Contractor must have the citizen service numbers of the hired in
- the Contractor must be able to prove the identity of the hired in personnel and the presence of any residence or employment
- permits.

 The Contractor may only hire in personnel from a supplier that complies with NEN 4400-1 or NEN 4400-2 and is included in the register of the Dutch Labour Standards Foundation (SNA).

 The Contractor is obliged to agree with the supplier that the supplier must state the following on its invoices:

 the number or reference of the agreement to which the invoice relates:

the time period or time periods to which the invoice relates; the description or reference of the work to which the payment relates Article 28: Indemnification with regard to wage taxes and VAT

The Contractor indemnifies the Client with regard to claims by the Tax and Customs Administration or the Employee Insurance Agency (UWV)

- d Customs Administration or the Employee Insurance Agency (UWV) connection with: wage tax and national insurance contributions not paid by the Client; wage levies (wage tax and national insurance contributions) and VAT not paid by the Contractor; unpaid wage levies by any party to which (parts of) the work has been fix contracted out; unpaid wage levies and valid or [gipts of) the such, particular, the Contractor shall immediately reimburse the Client for the contractor shall immediately reimburse the Client for the Client fo
- Inteles regain receases to the control of this article;
 all other costs relating to legal measures as described under a, including court fees and costs of experts;
 the costs of anything that the Client may be ordered to pay to the competent authority in connection with the provisions set out in paragraph 1 of this article, which order can be enforced;
 other costs that relate to the provisions set out in paragraph 1 of this article and are charged to the Client.
- The Client is authorised to settle amounts which the Contractor must pay it on the grounds of paragraphs 1 and 2 of this article with amounts that it still owes the Contractor for whatever reason.

ticle 29: Vicarious tax liability for wages (The Dutch Labour Market aud (Bogus Schemes) Act, WAS)

- (Bogus Schemes) Act, WAS)

 to contractor is obliged:
 to comply with applicable laws and regulations and an applicable
 collective labour agreement in the execution of the work;
 to record all arrangements regarding employment conditions made
 for the execution of the work in an orderly and accessible manner;
 to grant competent authorities access to these employment condition
 arrangements on request and to cooperate with checks, audits or
 wage validation;
 if grounsted to average the
- wage validation; if requested, to grant the Client access to these employment condition arrangements if the Client deems this necessary in connection with the prevention or handling of a wage claim concerning work performed for the execution of the work. e Contractor voltates the obligations set out in this article, the Client have the right after notice of default to terminate the agreement in leo or in part.
- whole or in part.

 The Contractor indemnifies the Client against claims of employees on the grounds of Article 7:616a and 7:616b of the Dutch Civil Code for not paying the wages due.

 If the Contractor contracts out (parts of) the work, it is obliged to impose the obligations referred to in paragraph 1 of this article on the party to which (parts of) the work is/are being contracted out and also to stipulate that the engaged third party fully incorporates these obligations into agreements that it enters into for the execution of (parts of) the work.

- rticle 30: Organisation of the work

 The Contractor is obliged to comply exclusively with the orders and instructions issued by the Client.

 The Client has the authority to deny the Contractor's employees access to the work or to have them removed, for example due to unsuitability, disturbance of the order, misconduct, etc., without being required to pay turther compensation for any demange that the Contractor suffers as a
- to the work or to have them removed, for example due to unsuitability, disturbance of the order, miscondruct, etc., without being required to pay further compensation for any damage that the Contractor suffers as a result thereof.

 The work and break times at work and the prescribed rest times, public holidays, holidays or other days off, generally recognised or recognised at the work location, by the government, or on the basis of the CLA also apply to the Contractor and semployees who perform the activities at the work location, by the government, or on the basis of the CLA also apply to the Contractor and semployees who perform the activities at the work location. And damage resulting from this for the Contractor services provided by the Contractor cannot be used due to a strike or other causes at the Clant or at third parties.

 Unless otherwise agreed, the Contractor must ensure from the commencement of the work up to and including the completion that a permanent foreman is present at the work, with whom both organisational and technical arrangements can be made. His name must be known to the persons or authorities appointed by the Client. The Contractor must provide its employees with the correct personal protective equipment and ensure proper use thereof. All resulting costs of the contractor must provide a workforce that is able to execute the work fully in accordance with the schedule adopted by the Client and without other activities coming to a halt. If the Client changes the schedule/progress, the Contractor is required to adapt to this. Changes in staffing are only permitted after obtaining the Client's permission. If the Contractor is co-insured under a CAR policy taken out by the Client or its Principal and damage occurs caused by the Contractor, the Contractor must compensate the Client for the excess, the damage in a temployees, the contractor is co-insured under a CAR policy taken out by the Client or its Principal and damage occurs caused by the Contractor. With regard to cables, pipelines and

- rticle 31: Work permits

 The Contractor is obliged to comply strictly with the provisions set out in the Dutch Foreign Nationals (Employment) Act (hereafter: the Way). The Contractor may only have work performed at the work by persons who are in possession of all required documents and permits and in partial, but not exclusively, the required work permits or combined permits for residence and work.
- residence and work.

 The Contractor will indemnify the Client against all third-party claims, including, for example, fines from the Social Affairs and Employment Inspectorate, which are the result of breach by the Contractor of the provisions set out in paragraph 1 of this article. If an administrative fine is imposed on the Client due to the Client intentional or gross failure to comply with the obligations under the Wav the Client cannot recover this fine from the Contractor, in deviation from paragraph 2 of this article.

icle 32: Licences and safety measures
The Contractor will, at its own expense, arrange the permits and safety
measures required in connection with the deliveries to be made and the
execution of the work that it has accepted.

These Terms and Conditions constitute a comprehensive translation the Dutch version of the General terms and conditions of purchase (sub)contracting of (company name) in (company location) of date Dutch version will prevail in the explanation and interpretation of this