

GENERAL PURCHASE CONDITIONS OF DURA VERMEER

JANUARY 2023

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SECTION 1. GENERAL

Article 1: Definitions and applicability:

- 1 In these General Purchase Conditions ("GPC"), the following terms have the following meanings:
 - (a) Dura Vermeer: Dura Vermeer Groep NV and/or one or more of its subsidiary companies;
 - (b) Contractor: the party with whom Dura Vermeer negotiates on the creation of the Contract and/or with whom Dura Vermeer concludes the Contract;
 - (c) Subcontractor: a natural or legal person who is directly or indirectly engaged by Contractor for the execution of the Performance;
 - (d) Contract: the contract between Dura Vermeer and Contractor with regard to carrying out the Performance (including the appendices attached thereto);
 - (e) Performance: that which Contractor must supply pursuant to the Contract: work activities, goods and/or services;
 - (f) Main Contract: the contract between the Principal and Dura Vermeer;
 - (g) Principal: the party with whom Dura Vermeer concludes a Main Contract, on the basis of which Dura Vermeer concludes the Contract with Contractor;
 - (h) Work: the work to be handed over by Dura Vermeer to the Principal pursuant to the Main Contract.
- 2 Variations from and/or additions to these GPC are only valid if agreed in writing between Dura Vermeer and Contractor.
- 3 The invalidity of a provision of the Contract and/or of these GPC does not affect the validity of other provisions of the Contract and these GPC.
- 4 If any of the Contract relates to the supply of goods, irrespective of the title of the Contract, SECTION 2. SUPPLIES is also applicable, in addition to SECTION 1. GENERAL. In the event of any conflict between provisions of the two sections, the provisions of SECTION 2. SUPPLIES have precedence.
- 5 If any of the Contract relates to the contracting of work or hiring-in, irrespective of the title of the Contract, SECTION 3. SUBCONTRACTING AND HIRING-IN is also applicable, in addition to SECTION 1. GENERAL. In the event of any conflict between provisions of the two sections, the provisions of SECTION 3. SUBCONTRACTING AND HIRING-IN have precedence.

Article 2: Price quotations of Contractor

- 1 A request of Dura Vermeer to issue a price quotation is without obligation. All costs involved in formulating a price quotation / offer are payable by Contractor.
- 2 Contractor's price quotation is valid for a period of at least 6 weeks. If Contractor issues his price quotation in the context of participating in a tendering procedure by Dura Vermeer, Contractor's price quotation will be valid until six months after the Work has been awarded by the Principal to Dura Vermeer.

- 3 Contractor guarantees that every price quotation has been formulated in a lawful manner, and in particular that the price quotation has been formulated without agreement or mutually co-ordinated behaviours with third parties, which result in competition being impeded or restricted and/or prices therefore being higher.

Article 3: Creation of the Contract

- 1 A Contract is created:
 - (a) by Contractor signing the unaltered Contract that Dura Vermeer has sent to Contractor; or
 - (b) if Contractor has not returned the Contract within 8 days after being requested to sign and return it, has not lodged a written objection against the content of the Contract within that period, or has started to execute the Contract.
- 2 If the Contract is created with two or more Contractors jointly, they are jointly and severally liable for compliance with the Contract.
- 3 If the Contract contains any manifest inconsistencies and/or errors and/or omissions, Contractor must notify Dura Vermeer of them as soon as possible, before he proceeds to sign or (if this occurs earlier) to execute the Contract.
- 4 Additions to and changes of provisions of the Contract are only binding on Dura Vermeer if they have been accepted in writing by Dura Vermeer.
- 5 Where a Main Contract with a Principal is involved, the Contract is entered into under the suspensive conditions that this Main Contract is created and that the engagement of Contractor is approved by the Principal.

Article 4: Execution of the Contract

- 1 The Contract also covers all work activities that are not specifically named therein but, by their nature, belong to the Contract or Performance. Such supplies / work activities therefore give no entitlement to additional payment.
- 2 Contractor is obliged, in executing the Contract, to observe the requirements of good and proper work, and the requirements and instructions of authorities and utility companies.
- 3 Contractor is not permitted, without Dura Vermeer's permission, to have direct or indirect contact with the Principal and/or his advisors and representatives with regard to the Performance, nor to issue price quotations and/or offers to him (them) for any changes or additions regarding the Performance.
- 4 The Contract must be executed by Contractor in accordance with Dura Vermeer's time schedule and in such a way that the work activities of Dura Vermeer and/or third parties are not disrupted. In the event of variation or the threat of variation from the time schedule, the parties will enter into discussion with each other as soon as possible concerning the possible consequences of that variation.
- 5 Contractor himself is responsible for the required tools and equipment and will periodically test this equipment in accordance with the legal requirements and provide it with a test certificate. Contractor will show the test reports on request.

Article 5: Collective Labour Agreement, legislation, regulations and permits

- 1 Contractor guarantees that he complies with all the legislation and regulations that are relevant for the Contract and Performance, as in force on the day when the Contract is signed, also if this legislation is not explicitly named in the Contract or GPC.

- 2 Contractor is obliged to comply with the provisions of the Collective Labour Agreement (CLA) applicable to the work activities. If the CLA for Construction & Infrastructure is applicable, Contractor must comply with this CLA in respect of all individual employment contracts to which this CLA relates. For a Contractor who in turn engages a Subcontractor, the same provisions apply as those imposed on Dura Vermeer in Article 5 of this CLA. Contractor will stipulate this obligation in the contract with his Subcontractor and will also stipulate in the contract that this obligation must be stipulated in all subsequent contracts to the end of the subcontracting chain (passed-down obligation).
- 3 Contractor will make it possible for Dura Vermeer to ascertain that Contractor complies with the agreements as referred to in this article.
- 4 Contractor himself will obtain the permits required in connection with the execution of the Contract, unless otherwise agreed in the Contract. He also guarantees that Subcontractors have the required permits.

Article 6: Inspection, testing and quality assurance

- 1 Contractor will ensure that the Performance is realised in accordance with the agreed quality standards. At Dura Vermeer's request, Contractor will demonstrate this. Contractor will provide to Dura Vermeer, insofar as applicable to his work activities, at the first request, the documents that Dura Vermeer must provide to the Principal, pursuant to Article 7:757a of the Netherlands Civil Code ("Client dossier under the Netherlands Quality Assurance in Construction Act (*Wet kwaliteitsborging*, abbreviated to *Wkb*)").
- 2 Dura Vermeer, the Principal and/or the site management have the right to inspect and/or test all or part of the Performance during the processing, manufacture, storage or transport. Contractor will make available to Dura Vermeer, for the purpose of the inspection and/or testing, the facilities, equipment and personnel needed to conduct the inspection and/or testing.
- 3 Contractor can derive no rights from the results of an inspection and/or test.
- 4 If, in an inspection or test, Dura Vermeer rejects all or part of the Performance, Contractor will rectify or replace the Performance, or the rejected part thereof, at his own expense and risk.
- 5 If Contractor does not replace or rectify the rejected Performance or the rejected part of the Performance, Dura Vermeer has the right to replace or rectify (or cause to be replaced or rectified) the rejected Performance or the rejected part of the Performance at Contractor's expense and risk.
- 6 Approval, inspection, testing and/or rectification of the Performance after rejection does not discharge Contractor from any warranty or liability pursuant to the Contract or the law.
- 7 Insofar as applicable pursuant to the Quality Assurance in Construction Act (*Wkb*), and insofar as this is applicable to the work activities to be carried out by Contractor, Contractor will, at the first request of Dura Vermeer or the quality assurance agency engaged by Dura Vermeer, provide in due time the documents required in order to compile the "Competent Authority dossier".
- 8 The documents referred to in the previous paragraphs include, for example, drawings, calculations, as-built documents and test reports.

Article 7: Suspension and offset

- 1 If Contractor does not fulfil his obligations and/or in the case of rejection of the Performance as referred to in Articles 6, 16 and 23, Dura Vermeer can suspend its payment obligations towards Contractor, until Contractor has fulfilled his obligations.

- 2 Dura Vermeer can offset the amounts payable by Dura Vermeer to Contractor, in connection with the Contract, against all claims that Dura Vermeer and/or any parties affiliated with Dura Vermeer Groep NV have against Contractor and/or any parties affiliated therewith.
- 3 Dura Vermeer can offset amounts payable by Dura Vermeer to Contractor, in connection with the Contract, against claims that are not yet due and payable, which Dura Vermeer has against Contractor in connection with wage tax and national insurance contributions and turnover tax that have not been paid by Contractor and/or his Subcontractors, which can be claimed from Dura Vermeer pursuant to Article 34 or 35 of the Netherlands Collection of State Taxes Act 1990 (*Invorderingswet 1990*).
- 4 In the event of bankruptcy or the threat of bankruptcy of Contractor, Dura Vermeer has the right to pay claims of his Subcontractors against Contractor with regard to the Performance directly to those Subcontractors. Contractor will be simultaneously informed of this by Dura Vermeer. In that case, the same amount will be deducted from Contractor's claim against Dura Vermeer.
- 5 In the event of suspension of payments, bankruptcy or the threat of bankruptcy of Contractor, Dura Vermeer has the right to suspend its payment obligations until Dura Vermeer has received an indemnifying declaration from the Dutch Tax and Customs Administration, showing that Dura Vermeer will not be held liable pursuant to Article 34 or 35 of the Netherlands Collection of State Taxes Act 1990 for the wage tax and national insurance contributions and turnover tax referred to in the aforesaid articles of law, that have wrongfully not been paid by Contractor and/or his Subcontractors. The obligation to obtain the said indemnifying declaration lies with Contractor.
- 6 Contractor waives any possible right of suspension and/or right of retention, and every right to set-off. Contractor imposes the stipulation on the third parties engaged by him that they also waive their right of retention.

Article 8: Prohibition of contracting-out and assignment

- 1 Contractor is not authorised to cause the Performance or a part thereof to be executed by a third party, or to transfer his rights arising from the Contract, except after obtaining Dura Vermeer's written approval.
- 2 If Contractor, with due observance of Article 8.1, commissions the execution of all or part of the Performance to a third party, he must enter into a written contract with that third party. The conditions of this Contract must form an integral part thereof, on the understanding that Contractor occupies the general or legal position as the client therein, and the Subcontractor occupies the general or legal position as the contractor. By means of a perpetual clause, Contractor will impose the obligations pursuant to this article on his Subcontractor, subject to a penalty, immediately due and payable on Dura Vermeer's demand, equal to the part of the contract sum that is designated as the wage costs component, without prejudice to Dura Vermeer's right to full compensation for damage.
- 3 Without Dura Vermeer's prior written permission, any claims that Contractor has or will acquire pursuant to the Contract are not transferable or pledgable. This prohibition has property law effect, as referred to in Article 3:83(2) of the Netherlands Civil Code.

Article 9: Intellectual property, data breaches and personal data

- 1 Data, software, models, drawings, illustrations, calculations, working methods and processes supplied by Dura Vermeer to Contractor, and the intellectual property rights therein, remain the property of Dura Vermeer and may not, other than for the purpose of the Performance, be used, copied or supplied or disclosed to third parties by Contractor.

- 2 Data, software, models, drawings, illustrations, calculations, working methods and processes that Contractor has developed in collaboration with, or on the instruction of Dura Vermeer, and the intellectual property rights relating thereto, become the property of Dura Vermeer and may only be made available to third parties with Dura Vermeer's prior written permission. Contractor hereby transfers, insofar as necessary, unconditionally and for no financial consideration, the intellectual property rights therein to Dura Vermeer, which transfer Dura Vermeer hereby accepts. If a deed or another formal act is needed for the transfer or the recording in relevant registers, Contractor promises his unconditional co-operation therewith, or hereby gives irrevocable authorisation to Dura Vermeer to effect that transfer on behalf of Contractor. The knowledge acquired by Contractor during this development is solely at Dura Vermeer's disposal and will not be divulged by Contractor to third parties or used by Contractor for the benefit of himself and/or third parties, unless Dura Vermeer has given written permission prior to that use.
- 3 If Contractor makes use of data, software, models, drawings, illustrations, calculations, working methods and/or other products or processes that are subject to intellectual property rights of Contractor or third parties, Contractor will provide Dura Vermeer or – at Dura Vermeer's request – the Principal with a free, perpetual, irrevocable user licence with regard to these intellectual property rights.
- 4 Contractor guarantees that the carrying out of the Performance does not infringe intellectual property rights of third parties. Contractor indemnifies Dura Vermeer against claims of third parties in the matter and will compensate, at the first request, the damage of Dura Vermeer arising therefrom.
- 5 Contractor is not permitted, without Dura Vermeer's prior written permission, to use the name Dura Vermeer and/or Dura Vermeer's logo.
- 6 Unless otherwise agreed in writing with Contractor, Dura Vermeer can, without further restrictions, store, process and use or re-use all the information that Dura Vermeer acquires in the execution of the Contract.
- 7 Insofar as Dura Vermeer processes personal data, it will do this in accordance with the privacy regulations and its privacy notices, published at www.duravermeer.nl/privacy.
- 8 Insofar as Dura Vermeer and Contractor exchange personal data for the execution of the Contract, Contractor will comply with the privacy regulations.
- 9 Contractor will take the necessary security or other measures to comply with the privacy regulations. On Dura Vermeer's request, Contractor is obliged to immediately inform Dura Vermeer about these in writing.
- 10 Contractor must immediately inform Dura Vermeer about any complaints or information requests, including requests to rectify, delete or restrict personal data.
- 11 Contractor is obliged to immediately notify to Dura Vermeer any data breaches involving personal data for which Dura Vermeer is responsible, whether jointly or otherwise, within the meaning of the General Data Protection Regulation, by sending an email to privacyofficer@duravermeer.nl.

Article 10: Disputes and applicable law

- 1 The Contract is governed by Dutch law, with exclusion of the Vienna Sales Convention.
- 2 If a dispute arises between Parties, the Parties will enter into discussion in order to arrive at a solution, in the absence of which the Parties, before contacting the competent body, will investigate the possibilities of alternative dispute resolution. They will initiate at least one attempt to resolve their dispute with the assistance of a Mediators Federation Netherlands

(MfN)-registered mediator, in accordance with the MfN mediation rules, as these read on the date when the Contract is signed.

- 3 If the discussion or mediation does not lead to a solution and dispute resolution is required, the dispute will be submitted to the Court of Arbitration in Building Disputes, in accordance with its statutes as these read three months before the Contract.
- 4 In derogation from this, Dura Vermeer is entitled to submit the dispute to the competent civil court, or to the body that has been agreed between the Principal and Dura Vermeer.

Article 11: Warranties

- 1 Contractor gives at least the warranties on the Performance as named in the Contract, and the warranties that arise from the legislation and regulations relevant for the Performance.
- 2 Contractor will rectify the defects that occur during a warranty period as soon as possible, at his own expense and risk and at the first demand of and in consultation with Dura Vermeer, unless Contractor demonstrates that the defects are not at his expense and/or risk.
- 3 This article does not affect Contractor's liability for defects or damage pursuant to the Contract and the law.
- 4 After replacement or repair within the warranty period, the agreed warranty commences again for the relevant part of the delivered goods.

Article 12: Liability and indemnification

- 1 Contractor is liable for the damage suffered by Dura Vermeer in consequence of a failure by Contractor to fulfil his obligations pursuant to the Contract and for damage caused by Contractor to property of Dura Vermeer.
- 2 Dura Vermeer has the right to rectify (or cause to be rectified) defects in consequence of a failure by Contractor to fulfil his obligations under the Contract, at Contractor's expense and risk, if Contractor, after Dura Vermeer has given written notice of default, does not rectify that defect, or does not rectify it in due time or properly. If the rectification cannot be delayed, prior written notice of default – contrary to the provisions of the previous sentence – is not necessary.
- 3 Contractor indemnifies Dura Vermeer against, and Dura Vermeer has the right to recover from Contractor:
 - (a) claims of third parties (including the Principal) against Dura Vermeer for compensation of damage suffered in connection with a failure by Contractor to fulfil his legal obligations, or his obligations pursuant to the Contract or an unlawful act of Contractor;
 - (b) claims of personnel of Contractor or Subcontractors against Dura Vermeer;
 - (c) penalties and/or punitive measures that are imposed on Dura Vermeer and/or the Principal in connection with failure by Contractor to comply with legislation and regulations;
 - (d) damage caused by Contractor to property of third parties.
- 4 At Dura Vermeer's first request, Contractor will pay the amount concerned, plus statutory interest from the time of payment by Dura Vermeer, without prejudice to Dura Vermeer's right to compensation for the actual damage.
- 5 In the event of Contractor's bankruptcy, Dura Vermeer has the right to charge Contractor at least 10% of the price agreed in the Contract, plus the price of any agreed additional work (upward contract variation), and to offset this against Contractor's claims, among other things as compensation for the fact that Dura Vermeer will not be able to exercise its contractual and/or statutory warranty or other claims in connection with any hidden or other defects in the Performance, in consequence of Contractor's bankruptcy. In addition, Dura Vermeer has the

right to charge for the actual damage and to offset it against Contractor's claims, if and insofar as the actual damage suffered is more than the aforesaid amount.

Article 13: Insurance

- 1 Contractor is obliged to (at least for the duration of the Contract):
 - (a) take out Public Liability Insurance (*Aansprakelijkheidsverzekering voor Bedrijven*, "AVB") with a cover of at least € 2,500,000 per event and € 5,000,000 per year, including primary cover for employer's liability in conformity with Articles 7:658 and 7:611 of the Netherlands Civil Code;
 - (b) insure the equipment that he uses against property damage and personal injury, including the damage arising therefrom, caused by or relating to the use of the equipment;
 - (c) insure his vehicles against third-party liability (in accordance with the Netherlands Civil Liability Insurance (Motor Vehicles) Act, *Wet aansprakelijkheidsverzekering motorrijtuigen*, "WAM"), including cover for the work-related risk, for at least the amounts referred to in the Act. Dura Vermeer and the Principal are co-insured parties on the policy and insurers will waive recourse.
- 2 If the Contract fully or partially entails that goods are made available, under any title whatsoever, to or by Dura Vermeer, Contractor is obliged to sufficiently insure these goods for the benefit and to the satisfaction of Dura Vermeer, which must in any case include the risk of loss, theft, damage, fire and third-party liability.
- 3 Contractor's excess (*eigen risico*) in the insurances that Contractor is to take out may not be higher than € 10,000 per event.
- 4 Contractor will, at Dura Vermeer's first request, allow inspection of the policy or policies to this effect.
- 5 The excess of any insurance and any costs not covered by the policy are always entirely at Contractor's expense, insofar as damage is at Contractor's expense and risk.
- 6 If a policy is not taken out and/or proof of payment of the premium of one or more of the above-mentioned insurances is not supplied, Dura Vermeer has the right to take out this (these) insurance(s) at Contractor's expense.
- 7 If the requirements imposed by the Principal on the content of Dura Vermeer's insurance conflict with the actual content of Dura Vermeer's insurance, the latter will prevail. This entails that Contractor cannot invoke the relevant requirements of the Principal.

Article 14: Contract amount, invoicing and payment

- 1 The contract amount is fixed for the duration of the Contract. Changes in prices, wages and costs, social insurance costs, taxes or other cost-increasing circumstances do not change the contract amount, unless otherwise stipulated in the Contract.
- 2 The payment will take place within 60 days after receipt and approval of the invoice, unless a different maximum payment term or other payment term applies, pursuant to Article 6:119a paragraph 6 of the Netherlands Civil Code or pursuant to the Contract.
- 3 Dura Vermeer will pay the invoice if and insofar as:
 - (a) the Performance or the part thereof to which a payment or instalment payment relates has been delivered / handed over by Contractor to the satisfaction of Dura Vermeer;
 - (b) Dura Vermeer has received the receipt confirmation slips, timesheets and/or billing lists, signed by Dura Vermeer; and
 - (c) Contractor, if so requested, has demonstrated that he has paid what is due to the Personnel involved in the Performance, and that he has declared and paid the wage tax and national insurance contributions and/or turnover tax, payable in respect of the deployment of these Personnel, to the designated authorities; and

- (d) Contractor has fulfilled the other obligations under the Contract.
- 4 Contractor must submit to Dura Vermeer his invoice for the amount that may still be payable to him no later than three months after the delivery / handover of the Performance to Dura Vermeer; after expiry of this period, the right to payment will lapse.
 - 5 If Dura Vermeer wrongfully does not pay in due time what is payable pursuant to the Contract, Contractor has the right to the statutory interest under Article 6:119 of the Netherlands Civil Code up to the day that payment is made by Dura Vermeer.

Article 15: Changes / upward and downward contract variations

- 1 Contractor will only be entitled to appeal for compensation of the financial consequences of a change and/or for deferment of the delivery / handover date and/or agreed milestones relating hereto, if and insofar as the change, including the financial consequences and the deferment relating thereto, has been agreed in writing.
- 2 Contractor may only refuse to execute a change at Dura Vermeer's request if the execution of the change:
 - (a) has the consequence of a disruption in carrying out the Performance that, according to the criteria of reasonableness and fairness, is unacceptable; or
 - (b) would oblige Contractor to execute work activities that exceed his technical knowledge and/or capacity; or
 - (c) endangers the safety of the project or persons.
- 3 If Contractor makes a proposal for change, he must append to this a proposal that contains at least the following:
 - (a) a description of the change and the way in which he wishes to effectuate it;
 - (b) insight into the extent to which the change will lead to change of the delivery / handover date and any agreed milestones;
 - (c) insight into the financial consequences.
- 4 Dura Vermeer can attach conditions to its consent to a change proposed by Contractor.

Article 16: Failure to comply and termination

- 1 Dura Vermeer has the right to terminate the Contract, in full or in part, if there is a failure of Contractor to comply with his obligations pursuant to the Contract, and Contractor has not rectified the failure, after notice of default by Dura Vermeer, within the period stated therefor by Dura Vermeer.

Without prejudice to its other rights, including the right to claim compensation for damage, Dura Vermeer is entitled to cause the Performance, either in full or in part (for the not yet executed part thereof), to be executed by a third party, at Contractor's expense.
- 2 Dura Vermeer has the right to terminate the Contract, either in full or in part, without giving notice of default:
 - (a) in the case of (i) bankruptcy, (ii) suspension of payment, (iii) full or partial winding up or (iv) guardianship of Contractor or of the natural or legal person that acted as guarantor for Contractor's obligations or supplied security, or an application therefor; and/or
 - (b) in case Contractor fully or partially transfers all or part of his business or the control thereover, fully or partially ceases his business or the business operations; and/or
 - (c) in case a prejudgment or executorial attachment is made against (and at the expense of) Contractor, attachment by garnishment is made against Dura Vermeer at the expense of Contractor; and/or
 - (d) in case Dura Vermeer has good grounds to fear that Contractor will not fulfil (or will not be able to fulfil) his obligations arising from the Contract.

- 3 All claims against Contractor that Dura Vermeer may have or acquire due to termination as referred to in Article 16.2 will then be immediately and fully due and payable.
- 4 In the event of a termination of the Contract pursuant to this article, Dura Vermeer has the right to use (or cause to be used) the equipment and materials that are present at the construction site for completion of the Performance.

Article 17: Safety

- 1 At the project, the Parties will seek to achieve a safe and healthy workplace for everyone.
- 2 The Contract is subject to the Client's conditions and policy rules in the area of Safety, Codes of Conduct, PPE and Work Clothing, as available on the Dura Vermeer website (www.duravermeer.nl/opdrachtnemers) on the date when the Contract is signed.
- 3 Contractor will ensure that only appropriately authorised and trained persons are deployed to execute the Performance.
- 4 Contractor is responsible for ensuring that there is at least one personnel member present at the work site who can communicate with Dura Vermeer in Dutch, English or German on Contractor's behalf, and also with Contractor's personnel.
- 5 Contractor guarantees that each of his personnel members has a valid GPI (General Site Safety Instruction) certificate and VCA (Safety, Health & Environment Checklist for Contractors) certificate.
- 6 Contractor will also impose on his Subcontractors all the obligations that apply to him.

Article 18: Code of Conduct

In executing the Contract, Contractor will act in accordance with and conform to the Code of Conduct of the trade association Koninklijke Bouwend Nederland and will comply with the Dura Vermeer Code of Conduct for Subcontractors and Suppliers, as published at <https://www.duravermeer.nl/opdrachtnemers> in the folder "Rules of Conduct for Suppliers and Subcontractors".

Article 19: Confidentiality

- 1 Contractor is obliged to maintain confidentiality of all data, information and knowledge acquired from Dura Vermeer, which Contractor knows or should have known to be confidential. Contractor will only use the information and data supplied to him for executing the Contract.
- 2 Contractor guarantees that his personnel will comply with the same obligation.
- 3 Contractor is not permitted, without Dura Vermeer's prior written permission, to use the name and/or logo of Dura Vermeer in any digital or other publications or advertisements or in any other way.

Article 20: Other provisions

Provisions of the Contract and these GPC that, by their nature, have the purport of remaining in force also after the end of the Contract, will continue to apply after the end of the Contract.

SECTION 2. SUPPLIES

Article 21: Delivery of goods

- 1 Unless otherwise agreed in writing, the delivery takes place carriage paid to site. The transport of the goods therefore takes place at Contractor's expense and risk.

- 2 Breakage and/or damage occurring during loading, transport and/or unloading and stacking by Contractor are at Contractor's expense, unless it is demonstrated that the damage occurred due to the fault of Dura Vermeer or its employees.
- 3 Unloading and stacking outside of Dura Vermeer's normal working hours can only take place with its prior written approval, unless otherwise stipulated in the Contract.
- 4 The goods must have been packaged in a proper and sustainable manner. Contractor is liable for damage to persons or property caused by insufficient packaging and/or damage or destruction of this packaging.
- 5 The deliveries must take place at the time stipulated in the Contract or according to the schedule established by Parties. If the delivery period is exceeded, Contractor is in default, without further notice of default, and obliged to compensate, at the first request, all damage suffered by Dura Vermeer as a result thereof.
- 6 If, for any reason whatsoever, Dura Vermeer is not able to take receipt of the goods at the agreed time via the established schedule, Contractor will keep and protect the goods and take all reasonable measures to prevent deterioration in quality, until they are delivered.
- 7 If Contractor will not be able to complete the Performance at the time stated in the Contract or in accordance with the delivery schedule established by Dura Vermeer, he is obliged to inform Dura Vermeer of this immediately.
- 8 Contractor is liable towards Dura Vermeer for any penalties or reductions of the contract sum that are imposed on Dura Vermeer by the Principal and/or the site management due to late handover of the Work (or any parts thereof) in consequence of a delay in the delivery of goods that is attributable to Contractor. Dura Vermeer has the right to recover these penalties or reductions from Contractor, if applicable by withholding them from the payments that are still payable to Contractor by Dura Vermeer.
- 9 Without prejudice to Dura Vermeer's right to demand, at its choice and judgement, compliance with the Contract, if applicable with compensation for damage, Dura Vermeer has the right, if any of the deliveries do not take place at the agreed time via the agreed time schedule, to set aside or cancel the Contract in accordance with Article 16 (Termination) of these general conditions, without being obliged to pay compensation for damage and costs.
- 10 Contractor will ensure that the delivered goods are accompanied by all required documentation, intended to ensure that the delivered goods can be used properly, and by any applicable inspection, test and check reports and warranty certificates.
- 11 Partial deliveries are only permitted with Dura Vermeer's prior written permission.
- 12 Contractor is obliged to structure his organisation, and keep it structured, in such a way that the origin of each part or each component of the delivery can be traced in terms of, among other things, production and origin history.
- 13 Goods rejected in accordance with Article 6.4 will be marked as such and – at the choice of Dura Vermeer – separately stored, processed or destroyed.

Article 22: Transfer of ownership

- 1 The ownership of the goods that are to be supplied or manufactured is deemed to already have been transferred to Dura Vermeer as soon as Contractor has started the processing of these goods, has acquired them from third parties, or has manufactured them. In all other cases, the ownership of the delivered goods transfers to Dura Vermeer at the moment of approval after delivery, as soon as the delivered goods have been taken in receipt at the agreed place of delivery by Dura Vermeer.
- 2 The delivered goods are at Contractor's risk until the moment that they have been taken in receipt by Dura Vermeer.

- 3 Goods made available by Dura Vermeer are and remain under all circumstances the property of Dura Vermeer and will be marked and individualised as such by Contractor in a way that can be identified by third parties. The said goods are deemed to be in good condition and in conformity with the required specifications, unless Contractor has submitted a written complaint within four working days after receipt. At Dura Vermeer's first request, Contractor will designate the said goods and surrender and hand over those goods to Dura Vermeer.
- 4 In the event of rejection by Dura Vermeer of delivered goods, the delivered goods remain the property of Contractor and the risk is also deemed to have remained with Contractor and therefore never to have been transferred to Dura Vermeer. In that case, Dura Vermeer is not obliged to comply with its obligations arising from the Contract. In that case, Contractor will credit Dura Vermeer for amounts already charged and will immediately repay to Dura Vermeer amounts that have already been paid by Dura Vermeer.

Article 23: Acceptance and refusal

- 1 The delivery is only deemed to have been accepted by Dura Vermeer when the delivery has been approved.
- 2 Approval and acceptance apply solely for the quantity and the external condition of the delivered goods. If goods are delivered packaged and bundled, approval and acceptance relate only to the quantity and the external condition of packages.
- 3 In the event of rejection, Dura Vermeer will immediately notify this to Contractor. Contractor will take away rejected goods at the first request at his expense. In the event of failure to remove the rejected goods, Dura Vermeer is entitled to return them at Contractor's expense and risk.
- 4 Without prejudice to Dura Vermeer's right, at its choice, to set aside or cancel all or part of the Contract and, if applicable, to claim compensation for damage, Dura Vermeer has the right, after rejection, to demand delivery of new goods, within a period to be established by Dura Vermeer, that fulfil the inspection requirements, without being obliged to make any extra payment.

SECTION 3. CONTRACTING, SUBCONTRACTING AND HIRING-IN

Article 24: Subcontracting and hiring-in liability

- 1 Before commencing the execution of the Contract – and in the event of change of the information during the execution of the Contract, prior to the change concerned – Contractor will, insofar as required by law and permitted, supply to Dura Vermeer the information (as referred to in the legislation, guidelines and implementing regulations established in the context of liability of hiring-in parties and subcontractors for wage tax and national insurance contributions) of all Contractor's personnel, on the basis of a model to be supplied by Dura Vermeer.
- 2 At Dura Vermeer's request and at least once per quarter on its own initiative, Contractor will supply an original declaration regarding his payment behaviour to the Tax and Customs Administration, as referred to in the legislation and guidelines established in the context of liability of hiring-in parties and subcontractors for wage tax and national insurance contributions.
- 3 Contractor will maintain a wage administration in accordance with the applicable tax laws.
- 4 If Contractor – with due observance of the provisions of Article 8.1 – contracts out the execution of the Contract, in full or in part, to a third party, and also if he makes use of hired-in

personnel for the execution of the Contract, Contractor guarantees that the Subcontractor and the hired-in personnel will strictly comply with the requirements applicable for Contractor, as referred to in these GPC, the Contract and the law. Insofar as failure to comply with these requirements would have the consequence that Dura Vermeer is held liable by third parties or incurs the imposition of a penalty, Contractor hereby indemnifies Dura Vermeer against all consequences thereof.

- 5 If Article 34 of the Netherlands Collection of State Taxes Act is applicable and if turnover tax is charged, Dura Vermeer has the right to pay the payable turnover tax by deposit into the G account. Contractor will ensure that a G account is available.
- 6 If Dura Vermeer reasonably arrives at the opinion that, in the matter of the Performance, Contractor will have to pay a higher amount of social insurance contributions, wage tax and national insurance contributions than the percentage or amount per hour that is laid down in the Contract, Dura Vermeer can unilaterally change that percentage.
- 7 If Dura Vermeer is held liable and is therefore obliged to pay any unpaid premiums (whether advance premiums or other premiums), social insurance contributions, taxes and/or penalties for personnel engaged by or on behalf of Contractor, Contractor will reimburse to Dura Vermeer, at Dura Vermeer's first request, the whole amount plus statutory interest.
- 8 If Contractor and/or a Subcontractor can no longer fulfil their payment obligations pursuant to the law, Contractor must inform Dura Vermeer of this within five working days from the day on which the inability to pay arose; if this is not done, Contractor is ipso jure in default towards Dura Vermeer. Dura Vermeer is then entitled, without any notice of default or judicial intervention being required, to set aside the Contract in full or in part, without prejudice to its right to compensation for damage and right of recovery.

Article 25: Co-operation

- 1 Contractor is obliged to only employ personnel who, before and during the work activities, fully co-operate with the recording and checking of information as referred to in Article 24. If a personnel member of Contractor or of a Subcontractor does not co-operate, the personnel member concerned will not be given access to the place where the work activities are carried out or will be removed therefrom.
- 2 Contractor is obliged to only employ personnel in the context of the execution of the Performance who, before or during the work activities, at the first request can show their proof of identity. If a personnel member is unable to show his/her proof of identity, the personnel member concerned will not have access to the place where the work activities are carried out or will be removed therefrom.
- 3 Contractor and the personnel of Contractor and/or of Subcontractors are obliged to fully co-operate with every check conducted by Dura Vermeer, the Principal, third parties engaged by them and/or supervisory authorities

Article 26: Inspection and approval

- 1 Inspection of the Performance will take place at the request of Contractor to Dura Vermeer, whereby Contractor states on what date the Performance will be completed.
- 2 The inspection will take place as soon as possible after the date referred to in paragraph 1 of this article. The date and time of the inspection will be notified to Contractor as soon as possible.
- 3 Dura Vermeer can require that Contractor or his authorised representative is present at the inspection.

- 4 After the Performance has been inspected, Contractor will be informed as soon as possible whether the Performance has been approved. If Dura Vermeer rejects the Performance, Dura Vermeer will state the reasons for the rejection.
- 5 The re-inspection after withholding of approval will take place in accordance with the above-mentioned provisions.
- 6 At Dura Vermeer's first request, Contractor will rectify or replace the rejected Performance and/or parts thereof at his own expense.

Article 27: Maintenance period

The maintenance period commences on the day after handover of the Performance by Contractor to Dura Vermeer and ends at the moment that the maintenance period that was agreed for the Work between the Principal and Dura Vermeer ends, unless otherwise stipulated in the Contract. If the maintenance period has not been agreed in the Contract or the Main Contract, the maintenance period will end twelve months after handover of the Work by Dura Vermeer to the Principal.

Article 28: Materials, tools and equipment

If materials, tools and/or equipment are used for the work activities to be carried out by Contractor in the context of the Performance, which are made available by Dura Vermeer, this use is at Contractor's risk, and materials, tools and equipment will, after execution of the Contract and otherwise at Dura Vermeer's first request, be immediately returned to Dura Vermeer in the same condition in which they were supplied. Contractor is responsible for ensuring that materials, tools and/or equipment are handled correctly and carefully, and must ensure that they are correctly received, stored and transported.

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