

## GENERAL CONDITIONS OF PURCHASE AND SUBCONTRACTING (ABBREVIATED TO: PURCHASE/SUBCONTRACTING CONDITIONS) FOR HANDELSONDERNEMING TUIN-BOUW B.V., ESTABLISHED IN S' GRAVENZANDE

### Article 1 - definitions

"The Company" in these General Conditions shall be understood to refer to the following private company with limited liability: HANDELSONDERNEMING TUIN-BOUW B.V., "Good" in these General Conditions shall be understood to include all activities and services relating to the supply of a good, if not covered under "Work". "Work" in these General Conditions shall be understood to refer to the execution of activities and/of the provision of services, not including employment contracts, associated with the supply of goods or otherwise.

The stipulations regarding the agreement in respect of the supply of goods are set out in these general conditions under:

- chapter I – general section, and
- chapter II – specific section: conditions of purchase.

The stipulations regarding the agreement in respect of the execution of Works are set out in these general conditions under:

- chapter I – general section, and
- chapter III – specific section: conditions of subcontracting.

### CHAPTER 1 – GENERAL SECTION

#### Article 2 - agreement

1. An agreement, which in this article shall also be deemed to include any changes and/of additions thereto, shall be binding in writing only. An agreement shall be realised in writing at the time the contract is signed by the Company and the Commissionee, or on the day the written order confirmation is sent out by the Company. Oral commissions by and arrangements with Company employees shall not be binding upon the Company.

2. The contract shall reflect accurately and in full the content of the agreement between the parties. The order confirmation by the Company shall reflect accurately and in full the content of the agreement, unless the Commissionee shall notify the Company of its objection in writing within seven calendar days after the date of issue of the order confirmation. In that case the Company shall no longer be bound by the order confirmation either.

3. Every agreement shall be entered into under the resolatory condition that the work, in respect of which the agreement was established, is not carried out.

4. Upon postponement of the start of the work, in respect of which the agreement was established, the Commissionee shall continue to be bound by the agreement up to two months after the time the goods/the work should have been delivered/commenced under the agreement. In the event referred to in the previous paragraph, the Company shall be entitled to cancel the order by means of a single written notification to the Commissionee, without being liable to pay any damages. If the Company does not use this right, the agreement shall be dissolved legally after the term referred to in the first paragraph of this clause, without parties being liable towards each other to pay any damages.

5. Where the agreement refers to any technical, safety, quality and/or any other regulations and/or documents not enclosed with this agreement, the Commissionee shall be deemed to have cognisance thereof, unless it informs the Company immediately of the contrary in writing. In the latter case, the Company shall inform the Commissionee about these regulations and documents.

6. The Commissionee shall arrange, for its account, for the timely obtaining of any approvals, permits or licences required for the execution of the agreement and for the observance of the conditions it contains, or for related conditions. The Commissionee shall bear sole responsibility for the late obtaining or failure to obtain the approvals, permits or licences referred to here, or for the failure to meet the conditions these contain or stipulate, while the Commissionee shall indemnify the Company for any resulting damage or costs.

7. Unilateral cancellation by the Commissionee shall be invalid, unless the Company agrees to this cancellation in writing.

#### Article 3 – ownership of documents, models etc.

1. The Company shall at all times remain the owner of/the party entitled to the notifications, data, statements, models, tools, etc., provided to the Commissionee by the Company within the framework of the agreement, including those which the Commissionee has made, or has had made, within the framework.

2. The Company shall be deemed to be the designer and producer thereof. The Commissionee shall return these goods no later than upon the delivery of the goods/delivery of the work to the Company or at the time these are made available. Failure to do so shall entitle the Company to suspend its payments due, until these goods have been received.

3. The Commissionee shall bear the risk for the goods referred to in clause 1 of this article until these have been made available to the Company in accordance with the stipulations set out in clause 2 of this article. Until that time, the Commissionee shall be obliged to insure and keep insured these goods against any damage that may occur in these goods on behalf of whoever it may concern and, furthermore, manage these goods with due care.

4. The Commissionee shall use the goods (of have these used) referred to in clause 1 of this article solely for the execution of the agreement with the Company, and use these for any other purpose, copy them, or – in whatever way or shape – surrender them of make them available to any third party with the prior permission from the Company only.

5. The Commissionee shall observe confidentiality vis-à-vis any third parties pertaining to the goods referred to in this article, as well as any corporate information and know-how in the broadest sense of the word, originating from the Company, which have been brought or which have come to the Commissionee's attention by the Company and/or within the framework of the agreement.

#### Article 4 – inaccuracies/faults in drawings, etc.

The Commissionee shall be obliged to notify the Company of any inaccuracies or faults in drawings of calculations, constructions and working methods prescribed by the Company and made available by the Company, as well as in any equipment or (auxiliary) materials made available by it, if and in so far it has noted these. Also, the Commissionee shall be obliged to ask the Company to clarify any ambiguities it finds in these documents, constructions of working methods, before it carries out the agreement, or continues its execution.

#### Article 5 - changes

Upon the Company's written request –and only then–, the Commissionee shall be obliged to carry out any and all changes to the agreement that are technically feasible. The Company shall be informed as soon as possible and in writing of any changes to the price and/or delivery time this may involve, no later than one week following the written request referred to in the previous paragraph of the article.

If the change to the agreement results in a new price and/of delivery time, the Company shall be entitled to demand the original execution of the agreement, or changed acceptably, or to dissolve the agreement immediately in full or in part in accordance with the stipulations of article 16 of these conditions, without becoming liable to offer compensation for any resulting damage and costs. The stipulations of this article shall not apply to any changes to the assignment as stipulated in article 20, clause 4, and article 25, clause 1.

#### Article 6 – prohibition to make offers, etc. to the client

The Commissionee shall refrain entirely from making quotations and/or offers directly or through any third parties to the Company's client regarding the goods or the work, being negotiated by the Company with the Commissionee or for which an agreement has been signed.

#### Article 7 – certificates, etc.

If in the agreement certificates, declarations and/or instruction manuals are required, Commissionee shall make these available to the Company as soon as possible, but no later than within two weeks after delivery of the goods/delivery of the work. Failure to do so shall entitle the Company to suspend payment until it has received the above.

#### Article 8 – industrial an intellectual property rights

1. The Commissionee shall guarantee that the goods do not infringe any third-party industrial or intellectual property rights. The Commissionee shall indemnify the Company and its client(s) against any claims in this matter and shall compensate the Company of its client(s) respectively for any damage or costs incurred as a result.

2. The Company is title holder to all industrial and intellectual property rights arising from, or that are the result of, the execution of the agreement by the Commissionee, its staff or third parties involved by the Commissionee in the execution of the agreement. The Commissionee shall indemnify the Company against any third-party claims regarding these rights and shall compensate the Company for any resulting damage or costs.

3. At the Company's first request, the Commissionee shall cooperate and do everything necessary to establish the rights referred to in clause 2 of this article on behalf of the Company and/or to conform these. Failure to do so shall entitle the Company to suspend its payment, until the Commissionee has met this obligation.

#### Article 9 - prices

1. The price specified in the agreement is fixed, is made out in Euro's (€), is exclusive of turnover tax and is based on the delivery conditions set out in articles 20, 21 and 25. No settlement shall take place in the event of any wage increase or any increases in the material costs, etc.

2. The Commissionee shall charge the Company extra work only if and in so far as the Company has ordered such before the execution of this extra word expressly and in writing.

#### Article 10 - quality

1. The execution of work shall take place by the Commissionee as per the requirements of good and sound work, as set by the Company and/or its client(s) and/or the work management, and in accordance with the relevant stipulations set out in the agreement between the Company and its client(s).

2. The Commissionee guarantees that the goods delivered/the executed work are/is:

- a. of a good quality, and do not contain any defects in the design, construction, mounting or material;
- b. in agreement with the requirements set out in the agreement, the documents pertaining to the agreement and/or documents made available, as well as the requirements resulting from the DIN-standards applicable to the goods in question;
- c. in agreement with the requirements set by the government, and
- d. are suitable for the purpose for which they are intended.

#### Article 11 - test

1. The Company, its client or a third party appointed by the Company or its client, shall be entitled at all times to inspect, test or sample the goods/the work (under construction), wherever they are. The outcome of the inspection, test or sample, or the failure to carry these out shall not release Commissionee from any guarantee and/or liability resulting from the agreement signed between the parties, in particular these General Conditions.

2. The Commissionee shall inform the Company as such in time of the place and time at which a good/(a part of) the work shall be ready for inspection, test or sample, in order for the Company, its client or the relevant appointed third party to attend. The Commissionee shall provide all data and facilities required for the inspection, test or sample, including the staff and material assistance required.

3. The costs of the inspection, test or sample shall be for the account of Commissionee, with the exception of the costs for the staff of the Company, its client or the appointed third party in question. If an inspection, test or sample needs to be postponed or repeated, each party may charge the other parties the directly associated costs payable, including the costs for personnel or any other persons as set out in the previous paragraph of this clause, if and insofar the other party was responsible for the postponement or repeat.

4. The Company shall immediately inform the Commissionee if the goods/(a part of) the work has been rejected, stating the reasons of rejection. In that case, the Commissionee shall repair or replace the rejected goods/the rejected (part of) the work within a term to be stipulated by the Company at its costs, such that it does meet the test requirements, without prejudice to the stipulations of article 16, and without prejudice to the Commissionee's obligation to pay for any damage or costs that have arisen as a result. Goods already delivered or parts of the work already carried out shall be removed or be aborted by and for the account of the Commissionee in the event of rejection and at the Company's first request. In the event of rejection the Company shall also have the right to suspend the payment of the fee or instalment agreed.

5. The Commissionee shall grant the Company the right to use the goods delivered/the (part of) the work carried out even before the inspection, test of sample.

#### Article 12 - payment

1. Payments shall be made following to terms set out below:

- a. Upon supply of the goods in accordance with the stipulations of articles 20 and 21, or upon delivery of the work or a part thereof, to which the (part) payment relates, in accordance with the stipulations of article 25;
- b. Upon approval by the Company of the goods/the (part of) the work in accordance with the stipulations of article 11;

c. Upon reception of the invoice by the Company in accordance with the requirements set out in article 13, clause 1, and accompanied by the documents referred to in article 13 clause 2;

d. If the agreement is covered by the Wages and Salaries Tax and Social Security Contributions Act (Wet Ketenansprakelijkheid, Act dated 4 June 1981, Bulletin of Acts, Orders and Decrees 1981 no. 3701); upon proof provided by the Commissionee to the Company by means of documents that it has paid the employees who carried out the assignment, what they were owed, and, also, upon informing the Company by means of documents regarding the actual amount it has paid these employees. Save for its rights (of suspension), the Company shall make the payment within the term set out in the agreement following the last term referred to above. In the absence of a term agreed as such, within fifty days upon expiry of the term.

2. If the Agreement is covered by the Wages and Salaries Tax and Social Security Contributions Act, the Company shall be authorised in those cases it sees fit to pay part of the final sum to be determined by it either through the Commissionee's guarantees account, or directly to the relevant parties. Such payment shall discharge the Company in full towards the Commissionee for these amounts, without prejudice to the stipulations of article 33.

3. Payment of the goods supplied/the work or parts thereof shall not discharge the Commissionee from any guarantee and/or liability, as resulting from the agreement, particularly these General Conditions.

4. If it has been agreed that the Company is to make advance payments, the Company shall be entitled at all times to request from the Commissionee sound security for these amounts payable in advance at all times.

#### Article 13 - invoicing

1. The invoices to be sent out by the Commissionee to the Company shall meet the requirements set out in or under the Turnover Tax Act (Wet op de Omzetbelasting). If the Wages and Salaries Tax and Social Security Contributions Act applies to this agreement, these invoices shall also meet the requirements set out in or under this Act.

2. The invoices of the Commissionee shall be accompanied by receipts signed for agreement by an authorised representative for the Company.

3. Invoices that do not meet the requirements set out in the previous clauses of this article shall not be dealt with and shall not be paid.

#### Article 14 - guarantee

1. The Commissionee shall repair all defects found in the goods/(a part of) the work following delivery, immediately and in consultation with the Company, and in the event that according to the Company repair is not possible, replace these, unless the Company prefers to terminate the agreement in accordance with the stipulations of article 16, or different arrangements are made.

2. The Commissionee shall accept for its account all costs of repair of the defect or the replacement of the good and the re-use of the good, and – in the event the good is part of a larger concept – the use of the larger concept.

3. In the event the Commissionee fails to solve the defect immediately and/or properly, or if solving the defect cannot be postponed, the Company shall be entitled to carry out whatever is necessary or to have this carried out for the account of the Commissionee. If the Company decides to apply this right, it shall inform the Commissionee in writing.

4. After the good/(part of) the work that has been repaired has been taken into use or the good/(the part of) the work supplied as been taken into use or the good / (the part of) the work supplied as a replacement for another good/(part of) the work is delivered/executed, the Commissionee's guarantee obligation shall apply in full.

5. The risk for the goods replaced (or to be replaced) under this obligation shall fall to the Commissionee from the time of replacement. These goods shall be removed at the Company's first request by and for the account of the Commissionee.

#### Article 15 - liability

1. The Commissionee shall be liable for any damage and costs, including consequential losses, etc., caused by defects in goods, or which the Commissionee and/or companies or the people working directly or indirectly for (one of) these, inflict on the Company and/or (legal) persons, working for or at the Company and/or third parties, including the client(s) of the Company. The Commissionee shall carry equal liability for all damage and costs, caused, for instance, by materials, appliances, tools, auxiliary materials, etc., used by the Commissionee and the parties referred to, or materials used for the execution of the assignment, to the circle of (legal) persons and/or companies referred to in the first sentence.

2. The Commissionee shall indemnify the Company against any third-party claims for which it is liable, on whatever count.

3. The Commissionee shall adequately insure its liability as set out in this article, in which case any evocation of force majeure shall be excluded, and provide the Company an insight if so required in the documents relating to that insurance, including the policy and proof of premium payments.

#### Article 16 – full or partial dissolution

1. In the cases referred to in the Act, and if the Commissionee does not, does not in time or does not adequately meet one or more obligations resulting from the agreement, including the stipulations of these General Conditions, or if there are serious doubts whether or not the Commissionee is able to meet its contractual obligations towards the Company, as well as in the case of bankruptcy, suspension of payment, full or partial arrest, liquidation, transfer or encumbering the business of the Commissionee, including the transfer or pledging of a substantial part of its claims and, furthermore, in the event goods belonging to Commissionee are in (prejudgment) attachment, the Company shall be entitled to dissolve the agreement in full or in part without a notice of default being required or without intervention of the court by means of written notification to the Commissionee, without it being liable to pay damages and without prejudice to any other rights to which it is entitled.

2. In the event of a partial dissolution the Company, without prejudice to the right to compensation of damage and costs, shall at its choice have the right:

a. to return the goods already delivered but not (no longer) usable / abort the (part of the) work already carried out for the account and risk of the Commissionee and to claim back any payments already made for these goods/(this part of) the work;

b. following written notification, to either complete the agreement itself or to have it completed by third parties, if necessary using the goods already delivered by the Commissionee, subject to the payment of a compensation to be agreed afterwards or not.

3. The claims which the Company could have or acquire as a result of the dissolution of the agreement, including any claims to pay damages and cost, shall be payable immediately and in full.

#### Article 17 – contracting out-transfer

1. Without the prior express approval from the Company, the Commissionee shall contract out neither the agreement nor a part thereof to any third parties, nor transfer its obligations from the agreement or a part thereof to any third parties, nor use in the execution of the agreement any other staff than the own staff, for example staff made available (on loan). The company shall be entitled to subject any approval it gives to certain conditions. Permission given by the Company shall not relieve the Commissionee from any obligations arising from the agreement signed between the parties, including these General Conditions.

2. In the event of outsourcing or hiring of staff, the Commissionee shall guarantee towards the Company that it shall enter into a written agreement with its commissionee, and that this agreement shall comprise the agreement between the Company and the Commissionee such that the Commissionee takes the legal position which the Company takes in the agreement signed between the Company and the Commissionee, while the commissionee of the Commissionee takes the position of commissionee. If so required, the Commissionee shall permit the Company to inspect the agreement to be signed between the Commissionee and its commissionee. The company shall have the right to photocopy this agreement and retain it for its own use.

3. The Commissionee shall compensate the Company for any damage or costs caused by the non-compliance with the stipulations set out in the previous clauses of this article and indemnify it against any third-party claims in this matter. The stipulations of this article shall leave intact the obligations and liability of the Commissionee as set out in article 33.

#### Article 18 - general

1. If one or more stipulations of the agreement signed between the parties, including stipulations of these General Conditions, are null and void or become illegal, the agreement shall remain intact for the remainder. Parties shall consult regarding the void or illegal stipulations, in order to come to a replacement regulation.

2. If one or more stipulations of these General Conditions and/or of the agreement signed between parties should conflict with mandatory stipulations, established or to be established by an authorised body, these latter stipulations shall be deemed to replace the relevant stipulations of these General Conditions or of the agreement in question respectively.

#### Article 19 – disputes and applicable law

1. Any disputes relating to the agreement or to any further agreements resulting from it or related to it, shall be settled by means of arbitration in accordance with the regulations set out in the Statute of the Arbitration Board for the Construction Industry in the Netherlands (Raad van Arbitrage voor de Bouw in Nederland), as applicable three months before the day the agreement is signed. This stipulation shall leave intact parties authority to apply to the competent civil court in interim injunction proceedings as well as to take property before judgment, or to agree in mutual consultation and for each dispute separately that it is to be settled by the competent civil court of first instance, without prejudice to the parties' right to appeal and/or appeal in cassation.

2. Dutch law shall apply to the agreement, and to any agreements that result from it, or that are related to it.

## CHAPTER II – SPECIFIC SECTION: CONDITIONS OF PURCHASE

#### Article 20 – terms of delivery

1. Delivery shall take place "Delivered Duty Paid" (DDP) to a location specified in the agreement. The interpretation of the conditions of delivery shall be taken as per the most recent issue of Incoterms applicable at the time the agreement is signed, and as published by the International Chamber of Commerce.

2. The Commissionee shall supply the goods on the date set out in the agreement, or on the last day of the term stipulated. This date or this term shall be taken as strict and firm date of delivery or term of delivery. A term of delivery referred to in the agreement shall take effect on the day the agreement is signed.

3. In the event of a late full or partial delivery, or in the event of a full or partial excess of any other terms, within which the Commissionee is obliged to meet its obligations, the Company shall be entitled to dissolve the agreement in full or in part in accordance with the stipulations of article 16, without being liable to pay compensation for any damage or costs and without prejudice to any other rights to which it is entitled.

4. At the request of the Company, the Commissionee shall be obliged to supply the goods on a date following the date agreed, and shall also make every effort to supply the goods on a date before the agreed date if the Company requires such for the progress of the work for which these goods are intended, without being able to claim any damages or cost.

#### Article 21 - transportation - unloading

1. The transportation and the unloading of goods shall take place for the account and risk of the Commissionee in accordance with the stipulations of clause 1 of the previous article.

2. Immediately following the unloading of the goods, the Commissionee shall offer a delivery note to be signed by a party authorised to do so on behalf of the Company. Signing the delivery note shall not imply approval of the goods supplied and shall not relieve the Commissionee of any guarantee and/or liability, resulting from the agreement signed between the parties, particularly these General Conditions.

#### Article 22 - packaging

1. The Commissionee shall provide for the sound packaging of the goods. It shall be liable for any damage and costs, caused by the inadequate packaging and/or damage and/or destruction of this packaging.

2. The Commissionee shall take back any packaging of the goods at the Company's first request and collect it from the Company for its account, at the same time repaying the costs it charged the Company for this packaging.

#### Article 23 – ownership and risk

1. The goods are the property of the Company from the moment they are demonstrably destined for, or are part of, the delivery to be made to the Company.

2. In the event the Company makes available to the Commissionee goods to be processed or to be combined with or mixed with goods that are not (yet) the property of the Company, the Company shall remain or become the owner of those goods or the goods produced by the combination of mixing.

3. The Commissionee shall bear the risk for the goods, also if these have been made available by the Company, until the time at which these have been delivered in accordance with articles 20 and 21 and have been approved by it in accordance with article 11 of these General Conditions. If before the supply and approval the Company is or becomes the owner of the goods, the Commissionee shall properly insure these goods on behalf of the relevant party and keep these goods insured and manage them with due care.

#### Article 24 – final stipulation

If the agreement states that the Wages and Salaries Tax and Social Security Contributions Act applies, the stipulations of article 33 shall also apply.

## CHAPTER III – SPECIFIC SECTION: SUBCONTRACTING CONDITIONS

#### Article 25 – conception and delivery of work-terms

1. The Commissionee shall commence the execution of the work at a time specified in the agreement. It shall carry out the work in accordance with the work schedule issued by the Company and deliver the work at a time specified in the agreement. The Company shall have the right to adapt this work schedule, if it so desires in respect of the progress of the work. In the event this amendment to the work schedule results in the Commissionee being obliged to deliver the work before the time agreed, it shall make every effort to carry out the work in accordance with the adapted work schedule. In the event the change to the work schedule results in the Commissionee having to deliver the work after the time agreed, it shall be obliged to carry out the work in accordance with the adapted work schedule, without therefore being entitled to compensation for any damages or costs. The Company shall also be entitled to change the order of the activities or parts of the work to be delivered if it deems such necessary in respect of the progress of the work, without it therefore being liable to pay any damages or costs.

2. In the event of a full or partial excess of the times of conception and delivery of the work, or of the terms agreed within which the Commissionee is to meet its obligations, and in the event the work progresses insufficiently, the Company shall be entitled to dissolve the agreement in full or in part in accordance with the stipulations of article 16, without being liable to pay any compensation for any damage or costs and without prejudice to any other rights that fall to it.

#### Article 26 – familiarity with, and observances of conditions, regulations and stipulations, as well as situation of cables, pipes and wiring

1. The Commissionee declares to be familiar with all conditions, regulations and stipulations, including all government acts and regulations, which the Company must observe under the agreement it has signed with its client in the execution of the work, which includes the work described in the agreement.

2. The Commissionee shall observe the conditions, regulations, stipulations, etc. as set out in clause 1 of this article, insofar as these relate to the part of the work to be carried out by it, as the Company would observe these, if it was to carry out this part of the work itself.

3. For ground work, the Commissionee shall acquaint itself in time with the exact situation of cables, pipes and wiring and in connection herewith contact in time the relevant organisations and, furthermore, take all measures to prevent damage to those cables, pipes and wiring.

4. The Commissionee shall compensate the Company for any failure to observe the stipulations of the previous clauses of this article. It shall indemnify the Company against any third-party claims in this matter and shall also compensate the Company for all damage and costs caused as a result.

#### Article 27 – instructions and orders

1. Commissionee shall carry out the instructions and orders, of which it is informed by the Company, if necessary upon request of its client and/or the work management.

2. The observance of such instructions and orders shall not release the Commissionee from any guarantee and/or liability, resulting from the agreement, in particular these General Conditions.

3. The Commissionee shall not accept and/or carry out any instructions and/or orders directly from the client of the Company, the work management and/or any others.

#### Article 28 – Commissionee's presence on site

The Commissionee shall be obliged to be present in person on site at all times, or ensure that a person with written authorisation is always present.

#### Article 29 – working hours, breaks, holiday periods

The working hours, breaks and holiday periods of the Commissionee's personnel or of personnel hired by the Commissionee shall coincide with the working times, breaks and holiday periods established by the Company, unless expressly agreed otherwise in writing.

#### Article 30 – weekly reports - meetings

1. The Commissionee shall be obliged to submit a weekly report dated and signed by the Commissionee, to the Company, its client or the work management, comprising a statement of the materials delivered, the work status, personal details for the staff that have worked in the week in question within the framework of the execution of the assignment, stating the days on which and the number of hours they worked, and also any other information deemed necessary by it or the Company.

2. The Commissionee shall be obliged, at the Company's request, to attend the meeting regarding the execution and progress of the work.

#### Article 31 – (auxiliary) materials, equipment, tools, corporate clothing

1. The Commissionee shall provide for its account all (auxiliary) materials, equipment, tools and corporate clothing – including hard hats – which it requires for the execution of the agreement. In the event Commissionee uses (auxiliary) materials, equipment, tools or corporate clothing of the Company, it shall be obliged to return these in the condition in which they were received and as soon as possible. The Commissionee shall be liable for any damage to these goods, from whatever cause, incurred during the time they were made available by the Company.

2. The equipment, the tools and the corporate clothing used by the Commissionee shall need to meet the nationally applicable safety regulations and the safety standards applied by the Company, without prejudice to the stipulations regarding the Commissionee's liability as set out in article 15 of these General Conditions.

3. The Commissionee shall, for its account, provide for the transportation on site or through and in the work object.

#### Article 32 – storage – waste – the environment

1. The Commissionee shall not store more material on site than is required for the immediate implementation of the agreement. The storage of the goods by the Commissionee and/or third parties on the work site shall be for the Commissionee's risk.

2. Every day, the Commissionee shall have all waste, excess materials and substances removed from the site. If it has been agreed the Company shall make available a skip, the Commissionee shall deposit this dirt, waste and excess materials and substances in this skip on a daily basis.

3. The Commissionee shall guarantee towards the Company the observance of the environmental regulations applicable during the implementation of the agreement. It shall carry out the agreement such that damage to soil, water and/or air shall be avoided at all times. It shall pay compensation for any damage and costs caused by the failure to observe the aforementioned environmental regulations and otherwise to soil, water and/or air to the Company and indemnify the Company against any third-party claims in this matter.

#### Article 33 – wages and salaries tax and social security contributions

1. If the agreement is subject to the Wages and Salaries Tax and Social Security Contributions Act, the Commissionee shall meet all obligations arising from this act, including the obligation to pay social insurance premiums and wage tax.

2. The Commissionee shall be obliged whenever required by the Company, either before or at the time the agreement is signed, or at any time during the execution of the work, to provide an insight into the original documents, which demonstrate that the Commissionee has indeed complied with or is complying with the obligations set out in clause 1, including proof of registration, permits, pay sheets, etc. The Company shall be entitled to photocopy these documents and retain these for personal use.

3. If at any time during the execution of the work the Commissionee does not or no longer meets the obligations referred to in the previous clauses, the Commissionee shall inform the Company immediately.

4. The Commissionee shall be obliged to provide the Company with an original statement regarding its payment records with the Industrial Organisation and its payments of wage tax before or at the time the agreement is signed, or during the execution of the work, every 4 weeks or upon the Company's request. This declaration must be recent. The Company shall be entitled to photocopy these declaration(s) and retain them for personal use.

5. The Company shall be entitled to dissolve the agreement immediately in full or in part in accordance with the stipulations of article 16, without being liable to pay any damages or costs and without prejudice to any rights to which it is entitled, if the Commissionee fails to meet any of the obligations referred to above, or if the declaration referred to

in clause 4 of this article is or has been refused, or if this declaration or otherwise shows that the Commissionee has failed to pay premiums and/or wage tax, or that a postponement of payment has been granted.

6. The Commissionee shall guarantee towards the Company observation of these obligations resulting from the employment contracts it has signed with its employees, including those resulting from the social security acts, the industrial social regulations, etc. The Commissionee shall also guarantee towards the Company the observance of its legal obligations to pay social insurance premiums and wage tax, related to the execution of the agreement, and also, the observance of its obligations on account of the Collective Labour Agreement applicable. The Commissionee shall compensate to the Company for any damage and costs to the Company caused by its failure to observe the obligations referred to above, and indemnify the Company against any third-party claims in this matter.

7. In the event the Company at any time pays any social insurance premiums and/or wage tax, owed by the Commissionee or any subsequent subcontractor, it shall be entitled to seek redress from the commissionee for the full amount paid, without prejudice to the stipulations of the previous clause in this article. The Company's claim shall be increased by the statutory interest on the amount, paid for these premiums and/or tax. The same shall apply in the event of the Company's compliance with its obligations under article 3 of the Collective Labour Agreement for the Construction Industry towards the Commissionee's employees.

8. If at any time the Commissionee failed to meet its obligations in the respect of the payment of social insurance premiums and/or wage tax, or if the Company has reasons to assume that the Commissionee does not meet these obligations, the Company shall be entitled to deduct the relevant amounts and pay these at its choice and following notification of Commissionee, either into a frozen account, or to the organisations responsible for the collection. In that case, the Company shall be discharged towards the Commissionee for these amounts.

#### Article 34 – final settlement

Within 14 day following the delivery of the work, the Commissionee shall submit its claims to the Company, if and in so far the execution of the work means that the final settlement is different from the amount specified in the agreement, unless the Company agrees specifically and in writing to an extended term. The Company shall not be liable to pay any invoice submitted by the Commissionee following expiry of the term stipulated above. The stipulations of article 12 and 13 shall apply *mutatis mutandis* to the payment of and invoicing regarding this final settlement.

#### Article 35 – term of maintenance

The stipulations of the agreement between the Company and its client regarding the maintenance period and the term of maintenance shall also apply in the relation between the Company and the Commissionee, without prejudice to the stipulations of article 14.

#### Article 36 - strike

The Company shall not pay any wages and/or compensation on behalf of staff of the Commissionee and/or personnel working for the Commissionee, nor the costs for any equipment, tools, instruments, auxiliary materials, etc., used within the framework of the agreement by the Commissionee and/or by companies or by (legal) persons working for it, for the period these persons are unable to work, or this equipment or these tools, instruments, auxiliary materials, etc., may not be used due to a strike of these employees or any other employees working for the Company.



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