## **GENERAL TERMS OF PURCHASING AND (SUB) CONTRACTING**

General Terms of Purchasing and (Sub)Contracting Conditions of OTM-Projectadvies in Duiven, filed at the Chamber of Commerce in Rotterdam under number 55502113)

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- GENERAL
  article 1: Applicability
  1.1
  The Client is the natural or legal person using these General
  Terms of Purchasing and (Sub)Contracting. The other party
  shall be referred to as the Contractor. In these General
  Terms, work shall also include the execution of Services.
  1.2
  Articles 1 to 16, inclusive, of these General Terms
  concluded with the Client and to all agreements that may result therefrom. If the offers or the agreements concluded also
  or exclusively corcerns (sub)Contracting, and/or exclusion of
  the Client and the General Terms
- sult therefrom. If the offers or the agreements concluded also or exclusively corcent (sub)contracting and/or execution of Services, anticles 17 to 22, inclusive, of these General Terms shall apply as well. Any deviations from these General Terms of Purchasing and (Sub)Contracting what low papy) if the Client has provided the Contractor with written confirmation of these. In the event of any conflicts betwen the contents of the agreement concluded between the Client and the Contractor on the one hand and these Terms & Conditions on the other, the provisions set out in the agreement shall take prece-dence. 1.3 9.2 1.4

article 2: Costs related to offers The Client shall not reimburse an lient shall not reimburse any costs made in connection with offers or ions, also including the costs of advice, drawings etc. made by, or or of, the Contractor.

- article 3: Delivery date and penalty
  3.1 Agreed upon delivery time and/work period are deemed final
  deadlines. If the Contractor exceeds the delivery time and/or
  work period, the Contractor shall be deemed to be in default.
  As soon as the Contractor shall be deemed to be in default.
  As soon as the Contractor shall be deemed to be able to deliver, to deliver on time or to deliver duly, he
  shall inform the Client immediately.
  3.2 The Contractor shall be liable for any damage and/or loss
  incurred as a result of a delay in delivery and/or work period
  as mean in antice 3.1.
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- incurred as a result of a delay in delivery and/or work period as meant in article 3.1. For each day of delay in delivery the Contractor is liable to pay the Citent a penalty, payable on demand, of 5% of the agreed purchase order with a minimum of € 1.000,00 up to a maximum of 25% of the agreed purchase order. The penalty referred to in article 3.31 may be claimed in addi-tion to compensatory and complementary damages by virtue of the law. The Cleint is entitled to set of this penalty and/or these damages against the amounts owed to the Contractor.

- article 4: Prices 4.1 The prices referred to in the offer are based on delivery Free Domicile at the agreed place of delivery. "Delivered Duty Paid", in accordance with Incoterns 2010. All prices are firm, fixed, net of all duties and taxes and include adequate packaging. Any increase in prices shall be borne by the Contractor, even after the agreement has been concluded. This applies regard-less of the period elapsed between the date the agreement use concluded after concuries. 42
- was concluded and its execution

- article 5: Transmission of risk 5.1 Delivery of the Products shall be made Free Domicile at the agreed place of delivery, "Delivered Duty Paid", in accordance with Incolems 2010. 5.2
- with incoterms 2010. If delivery "ax works" has been agreed upon and nevertheless the Contractor either transports or arranges for transport, the risk for loading and transport shall be borne by the Contractor. If the Products are collected on behalf of the Client, the Con-tractor has to assist the Client with the loading free of charge. 5.3

# article 6: Inspection and testing 6.1 The Client its original

- tion and testing The Client, its principal and the Board of Directors of the work site shall at all times be entitled to inspect or test the Products ordered and/or delivered and the work and/or work in pro-gress. In that case, the Contractor shall arrange for any facili-ties which may reasonably be required in connection with 12.1 this
- this. The costs of the testing referred to in article 6.1 shall be borne by the Contractor, in the event that the Client and/or its principal and/or the Board of Directors of the work is rejects these Products/the work. Inspection or approval shall not re-lease the Contractor from any warranny or liability arising un-der these General Terms of Purchasing, the agreement or the 6.2

- article 7: Rejection 7.1 If the Products/life work delivered by the Contractor do not meet the requirements set in the order and/or the specifica-tion, the Contractor shall be entitled to reject these. Taking delivery or payment of the Products and/or the work does not taken any any theore. Despite approval of the Products/life imply approval thereof. Despite approval of the Products/the work, the costs and risks shall remain the Contractor's re-
- sponsibility. Should the Cintractor shall within a period determined by the Client; repair the Products/the work free of charge or, at Client's discretion; replace the Products free of charge and/or carry out (or have carried out) the work in accordance with the anrenement. 72
  - 14.2
- agreement. If the Contractor does not, not within the set period, or not to the Clear's satisfaction, meet its obligation referred to in arti-cie 7.2, the Client shall be entitled to carry out the activites referred to in article 7.2 by tisel or to arrange repairs by a third party, at the Contractor's expense. The Client shall be entitled to set of the costs incurred against the amounts owed to the Contractor. 7.3

- article 8: Intellectual property rights 8.1. 'Intellectual Property Rights' are understood to include copy-rights, database rights, industrial design rights, trademarks, patents, as well as the right to obtain these rights through peli-tion, deposit, registration or any other means. 8.2. 'Intellectual Property Rights to the Work' are all intellectual Property Rights to the work, to the Products and to the re-sources exists are drawines models moults and environment
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- Intelectual Property Rights to the Work are all intelectual Property Rights to the work, to the Products and to the re-sources such as drawings, models, moulds and equipment, formed during or for the execution of the agreement between Contractor and Client. All Intellectual Property Rights to the Work beiong to the Cli-ent. The Contractor hereby nunc pro tunc transfers these rights insofar as possible to the Client and affirst request of the Client the Contractor will without any delay carry out any additional actions required for said transfer. For the (transfer of) Intellectual Property Rights to the Work, the Client owes no compensation to the Contractor. The Contractor relinquishes its (moral) rights mentioned in article 25 clause 1 subsection on the Contractor. The Contractor as one subjects the not and rights men-tioned in article 25 clause 4 of the Copyrights Act. The Contractor guarantees that the products to be delivered by him, the work to be performed by him and the Intelectual 8.6.
- by him, the work to be performed by him and the Intellectual Property Rights to the Work do not infringe any Third party

rights, Intellectual Property Rights included, and safegua the Client against all relevant claims. The Contractor will re burse the Client for all damages as a result of any infrin ment.

- article 9: Confidentiality 9.1 All Confidential Information which means and includes all information, documents, drawings, know-how, and knowledge etc. disclosed by the Client in whatever form to the Contrac-tion of the Contract of confidential and shall not be distor, shall be kept secret and confidential and shall not be dis
  - tor, shall be kept secret and confidential and shall not be dis-closed to others or used by the Contractor for any purpose other than for the purpose of executing his respective con-tractual obligations. The Confidential Information as meant in article 9.1 shall not be disclosed, directly or indirectly to any third party, without the express written consent of the Client. If for the execution of the agreement the Contractor needs to disclose the Confi-dential Information to its employees, the Contractor is obliged to bind its employees to the same confidentially obligations as signalated in this agreement, before the Confidential Infor-mation is disclosed to them. If the Contractor has to disclose the Confidential Informa-tion contractors (b) 10 any third party (pathes) in connec-
  - If the Contractor has to disclose the Contidential information as meant in article 91 to any third party (parties) in connection with the execution of his contractual obligations, he shall also bind such party (parties) to the same confidential obligations as stipulated in this article. The Contractor shall owe the Client a penalty payable on demand to the amount of 25% of the todal order sum with a minimum of  $\in 1.000,00$ , if it violates one or more of the advormentioned full-intering.

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article 14: 14.1

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competition Without the express written consent of the Client, the Con-tractor shall completely refrain from quotations and/or offers to the principal relating to the work, whether directly or via mediation by any third parties.

- article 11: Appliances

   11.1
   All appliances such as drawings, models, moulds, matrices and tools which Client puts at the disposal of the Contractor for the purpose of executing its respective contractual obliga-tions shall remain or shall become under all circumstances the property of the Client. This also applies to the appliances, which Contractor especially made within the framework of the agreement irrespective of whether costs are charged to the Client for their production.

   11.2
   All resources and all copies made of these must be made available to the Client or returned to the Client upon its first recoust.

  - request. At Client's demand the appliances have to be clearly and indelibly marked as the property of the Client. The Contractor shall indicate the Client's ownership of these appliances to any third party that may wish to seize them.
  - Notwithstanding the stipulations in article 9 the Contr Notwithstanding the stipulations in article 9 the Contractor shall not use the appliances for any purpose other than the performance of his contractual obligations. The Contractor shall not reveal the appliances to third parties without Client's express written permission. The Contractor shall bear the risk of loss of and/or damages to the appliances and shall their the structure the appliances against these risks. g h

### article 12: Liability

- The Contractor is fully liable for all direct and consequential losses, which may arise as a result of an attributable short-coming or wrongful act of the Contractor, its staff or auxiliary persons. This also includes any loss arising as a result of the persons. Its atto includes any loss arising as a result of the presence, use, delivery or removal of the property of the Con-tractor, its staff or other persons engaged by the Contractor in the execution of the order. The Contractor shall fully indemnify the Client against third-party claims for loss compensation as meant in the first para-graph.

### article 13: Insurance

- ance The Contractor shall prove to the Client, upon its request and to the Clients satisfaction, that the Contractor has arranged, at its own expense, adequate insurance for any loss the Cli-ent might sustain as a result of acts or omissions of the Contractor and/or any third parties used.
- ranty The Contractor gives warranty that all Products/the work provided by the Contractor compty with the agreement, be free from any faults or defects with respect to material, design and manufacturing for a period of 3 months after the Prod-ucts/the work have been put into use or to a maximum of 15 months from the date of delivey. The Client shall repair all defects in the Products/the work which become apparent during the warranty period immedi-ately and in consultation with the Client, or, at the Client's discretion, else replace the defective Products, work or parts if the work. 18.2
- - aiscretorio, ease replace the detective Products, work or pars of the work. All Costs in connection with the repair or the replacement of the Productible work shall be borne by the Contractor. Those costs include inter alia the costs for returning the Productible work to operation after the aforementioned re-pair or replacement. If the Products/the work form part of a
- pair of replacement. It the Products the work norm pair of a larger object, the costs in connection with returning said ob-ject to operation will also be born by the Contractor. In case the Contractor does not full fin is responsibilities as agreed within this article, the Client is entitled to rework or to subcontract the rework in order to full the Contractor's war-ranty responsibilities at the Contractor's six, and expense. The Client shall be entitled to sat off the costs incurred against the amounts owed to the Contractor.
- article 15: P 15.1
- Payment Payment will be effected within the agreed term of payment as much as possible, unless the Client has a complaint after taking delivery of the Products including the corresponding documents with regard to the quantity and/or quality of the consignment or if the consignment is rejected. In the event of advance payment or periodic payment, the Client shall be entitled to demand a sufficient guarantee for delivery at Client's discretion. If the Contractor does not pro-vide this within the set period, it shall immediately be in de-fault The Client shall be care be entitled to rescribe the 19.5
  - 19.6 fault. The Client shall in that case be entitled to rescind the agreement and to recover its losses from the Contractor.
  - The Client shall be entitled at all times to offset any amounts The Client shall be entitled at all times to other any amounts the parties may have to claim from each other. The Client reserves the right to pay the Contractor the social security contributions and wage tax owed by the Contractor with respect to the work, for which the Client is jointly and

severally liable pursuant to the Wages and Salaries and So-cial Security Contributions (Liability of Subcontractors) Act, by payment into its biodxed account as referred to in the Wages and Salaries and Social Security Contributions (Liability of Subcontractors) Act, or rinto the deposit held for the Contrac-tor by the Tax Collectors Office. Without prejudice to the provisions of the previous paragraph. the Client shall at limes be entilled to deduct the social se-curity contributions and wage tax amounts referred to above from the (subcontract sum and to pay these diredt) to the Tax Collectors Office on behalf of the contractor. 19.8

# 16.1 16.2

- 16: Applicable law and choice of forum The law of the Netherlands is applicable. The Vienna Convention on Contracts for the International Sale of Products (CIGS) is not applicable, Sale of Products (CIGS) is not applicable, nor is any other international regulation the exclusion of which 16.3
  - In a singly client methodshall regulation in the closed of which is permissible, which cann if that here provided in a single client end of the client may take cognisations of disputes, unless this would be contrary to peramittory law. The Client may deviate from this rule of jurisdiction and spay the statu-tory rules governing jurisdiction. The parties may agree a di-ferent form of dispute resolution such as arbitration or media-19.11

### (SUB)CONTRACTING/SERVICES

- article 17: Prohibition on Assignment/Pledging The Contractor shall be prohibited from assigning, pledging or transferring under any title whatsoever, the ownership of the social security contributions and wage tax due, included in the contract sum, for which the Client is liable pursuant to the Wages and Salaries and Social Security Contributions (Liabil-ity of Subcontractors) Act. 20.1

- article 18: Contractor's obligations 18.1 The Contractor is obliged to: a. have a valid declaration of registration from the relevant Em-ployee Insurance Schemes Administration Office (UWV), in f
  - have a valid declaration of registration from the relevant Em-ployee Insurance Schemes Andmination Office (UMN) in so far as this is provided by the Office. The Contractor is oblighd to show this negistration form at the Client's request; at the request of the Client, provide the Client with a recent extract (no older than three months) from the Trade Register of the Chamber of Commerce; hand over to the Client at list of all employees to be employed for the work, as well as hand over once only for each em-ployee/before the employee commences work) a copy of val-id proof of identify and, upon request, payrol texocrist; hand over to the Client a mandays register, which states for each employee the name, social seculty number, address, domicid, date of birth and number of hours worked and on which date;

which date:

- which date; stichly comply with all obligations regarding the employees employed by the Contractor; stichly perform all statutory obligations with respect to the payment of social security contributions and wage tax related to the work assigned to in and, furthermore, to stichly observe the applicable Collective Labour Argement;
- the applicable Collective Labour Agreement; automaticably provide a periodic statement with respect to its payment of wage tax and social security contributions, as re-ferred to in the guideline(s) estabilished within the framework of the Wages and Salaries and Social Security Contributions (Lability of Subcorratectors) Act; at the request of the Client, prepare weekly reports according to a model approved by the Client and to offer the weekly re-ports, completed and signed, to the Client every week for its anoroval: article 21: Statutes and regulations 21.1 The Center
- approval; if the Wages and Salaries and Social Security Contributions (Liability of Subcontractors) Act is applicable, set up its ad-ministration in such a way the following information can be in-
- nthy retrieved: the agreement or the content of the agreement on the basic Contractor has performed the Work; the data/information concerning the fulfilment of the obli-gations under the agreement including a registration of the persons engaged and the days/hours during which those persons have carried out the work; 
   article 22: Execution by third parties

   22.1
   Without prior written permission from the Cient, the Contractor to is not allowed to transfer or avbcontract the order or any part of it, or the execution of it to another party.

   22.2
   If the Contractor, after having obliande permission, assigns the work or any part of it, to a third party, it is obliged to immediately draw up a written agreement with respect to this. The terms of that agreement should correspond with the agreement should correspond with the agreement concluded for the work to between the Contractor and the Contractor and the Contractor and the Contractor and the Contractor is and the Contractor's obliged to the contractor's obliged to the contractor's obliged to the contractor's obliged to the contractor is obliged to the contractor's obliged to the contractor's obliged to the contractor is obliged to the contractor's obliged to the contractor is obliged to the contractor's obliged to the contractor is obliged to t
- The person's engaged and the deysitions during which those persons here carried out the work; the payments made under the agreement. to provide the Citent, upon request, with all information for its own administration or the administration of its principal; if the Wages and Salenes and Social Security Contributions (Lability of Subcontractors) Act is applicable, have at its dis-posal the original escrow account agreement and to show this at the Citen's request, unless parties have agreed that the Citen's tail deposit directly into the deposit hed for the Con-tractor by the Tax Collectors Office. In case the Contractor has not, or not yet, completed with its obligations of paragraph 1, the Citen shall only be obliged to make any payment after it has received the missing data and has processed these administratively, and/or the Contractor has complied with any of its other obligations.

## article

- Trganisation of the work The Contractor shall be obliged to exclusively observe the Client's directions and instructions. The Client shall be authorised to deny the Contractor's em-
- The Client shall be authorised to deny the Contractor's em-ployees access to the work or to arrange for their removal, on account of unsulability, disorderly conduct, misconduct etc., without reimbursement of any damages / coasis the Contractor may encounter as result thready coasis the Contractor or public holdings, vacations or other days off recognised generally or at the location of the work site and the rest days or public holdings or pursuent to any Collective Labour Agreement, shall also apply to the Contractor and its employ-public authorities or pursuent to any Collective Labour Agreement, shall also apply to the Contractor and its employ-ees who execute work at the work site. It shall not be possible for the Contractor to recover any losses arising from this form the Client. The latter shall also apply if the Contractor's ser-vices cannot be used on account of a stifke or other causes when a the client or at third parties. Unless agreed otherwise, the Contractor to soliged to ensure, from commencement to completion of the work, that there is a regular foreman at the work site, with whom it shall be pos-sible to make both organisationia and technical arrange-ments. His name must be known to the persons or institutions
- meas... ris name must be known to the persons or institutions designated by the Client The Contractor should provide its employees with the correct means of personal protection and to supervise their (correct) use. Any costs arising from this shall be borne by the Con-tractor.
- Any required insurance as well as the excess of any CAR
  - opicy which may have be taken out with respect to the work site, shall be at the Contractor's expense. The Contractor should arrange for such manpower that the execution of the work is completely adjusted to the planning established by the Client and that other work does not come to a halt. If the Client alters the planning/progress in the work the Contractor shall be obliged to adjust itself to this. Man

wer changes shall only be permitted following the Client's

approval. As prescribed by the Motor Insurance Liability Act (WAM), the As prescribed by the Motor Insurance Liability Act (WAM), the contractor shall be obliged to ensure that the working materi-als subject to the WAM supplied by it are insured. With re-spect to the working materials subject to the WAM which are rented by the Contractor; it should be proven to the Contrac-tor's subjection that these materials meet the aforemen-tioned insurance equirements. Furthermore, the Contrac-tor is obliged to have an adequate insurance for the working index of the undivident on those Materials. risks of the working materials subject to the WAM supplied by

- it. With respect to cables, pipes and other overground and sub-terranean property of third parties, the Contractor shall at all times continue to be obliged to arrange for the determination of their location. The Contractor should inform the Client im-
- of their location. The Contractor should inform the Client im-mediately about any damage. Any required materials such as scaffolding, hydrailic plat-forms, hoisting materials and small materials, including hand tools, measuring equipment, mobile scaffolding, ladders and stepladders etc., shall be arranged by the Contractor and in-cluded in the total price. If work has to be done on, or to, parts of the work site which how already hear completed such as olatetered wells lifen
- In work has a locatly been completed, such as plasted within the water paintwork etc., the Contractor should take protective measures in order to prevent damage and/or soiling. Any damage and/or soiling which is detected during or after the work, shall be deemed to have been caused by the Contrac-
- On completion of the work, the Contractor should deliver the work broom clean and leave behind a clean work site. 19.12.

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icing Notvitistanding the provisions of article 18.2, the Client shall only approve an invoice for payment provided the work, or the part to which the instalment pertains, has been completed to the Contractor's satisfaction and provided the invoice meets the formal requirements as set out in article 20.2. The invoice should meet the statutory requirements set forth in the Turnover Act. The Contractor should at any rate state the following details clearly and in an orderly fashion: the date of issue of the invoice; a consecutive invoice number; the contractor's name and address; the Contractor's name and address; the number of the agreement; the work site and the location(s) at which work has been executed, to which the invoice pertains;

the work site and the location(s) at which work has been executed, to which the invoice pertains; the period and the secucitor to which the invoice pertains; the amount of man-hours worked, the amount of labour costs and (separately) the percentage of wage taxes contained in the labour costs, if the Wages and Salaries and Social Secu-rity Contributions (Lability of Subcontractors) Act is applica-ble.

ue; a statement of the turnover tax or the transfer arrangements with respect to it, if this is not applicable, and in the latter case, the amount of turnover tax; a statement of the VAT identification number of the Contrac-ter

a statement of the VAT identification number of the Client, if

a statement or devine that been transferred to the Client, in the VAT payment has been transferred to the Client, an indication of the invoice amounts, split according to tax rate and subsequently subdivided into unit prices and any discount applied.

The Contractor shall comply with all statutory and other regu-lations, terms and provisions which are applicable to the work pursuant to the contracting agreement concluded by the Cli-

and the Contractor: Transfer/subcontracting shall not affect the Contractor's obli-gations under the agreement with the Client. Without prejudice to the provisions in articles 22.1, 222 and 22.3, the Contractor shall not be authorised to use the em-ployees made available to it, unit after the Client's prior wit-ten permission. In the event that the work is subcontractd, or workers are hired in, as referred to above, the Contractor shall be obliged to comply with the administrative regulations of the "Uthoreingregeting injeness – keten - en op-drachtgeversansprakelijkheid 2004'.

These conditions are a full transiation of the Dutch version of our 'General Terms of Purchasing and (Sub)Contracting Conditions' as filed at the Chamber of Commerce in Rolterdam under number 55502113. Explanation and interpre-tation of the text of these Conditions shall be based on the Dutch text.

ent with its client. The Contractor shall itself and at its own costs procure permits and safety measures in connection with the work