



Tuinte Holding B.V. General purchasing and (sub)contracting conditions

Based on the 2021 General purchasing and (sub)contracting conditions of the Koninklijke Metaalunie dated 1 November 2023, as lodged at the Chamber of Commerce

2023 GENERAL PURCHASING AND (SUB)CONTRACTING CONDITIONS

Whereas

These conditions consist of two parts:

- a. Articles 1 to 23 of these conditions shall apply to all tenders made to Tuinte Holding B.V. and agreement(s) concluded with Tuinte Holding B.V. and to (all) agreements resulting from these, all insofar as Tuinte Holding B.V. is the purchaser or principal.
- b. Articles 24 to 31 shall apply to those tenders or contracts relating to (sub)contracting work or the provision of services.

Part 1: General

Article 1: Applicability

- 1.1. In these Tuinte Holding B.V. general purchasing and (sub)contracting conditions, "TUINTE" shall mean: Tuinte Holding BV, Tuinte Support BV, Tuinte solutions BV and Tuinte supplying BV and its future entities. The "CONTRACTOR" shall mean any natural person or legal entity to which the (purchase) order is addressed. "PRINCIPAL" in these conditions shall mean TUINTE's principal. The "work" shall include the provision of services.
- 1.2. Any deviations from these general purchasing and (sub)contracting conditions shall only apply when confirmed in writing by TUINTE to the CONTRACTOR.
- 1.3. In the event of any conflict between the substance of the contract concluded between TUINTE and the CONTRACTOR and these general conditions, the provisions of the contract will take precedence.

Article 2: Tendering costs

- 2.1. No costs associated with preparing tenders or quotations, including the costs of advice, drawing work and the like incurred by or on behalf of the CONTRACTOR shall be reimbursed by TUINTE.

Article 3: Delivery times and penalty

- 3.1. A specified delivery time or execution period shall be binding. By exceeding the delivery time or execution period, the CONTRACTOR shall automatically be in default. As soon as the CONTRACTOR becomes, or should become, aware that the contract will not be performed, will not be performed on time or will not be performed as intended, TUINTE shall be notified immediately.
- 3.2. The CONTRACTOR is liable for all damages suffered by TUINTE as a result of exceeding the delivery time and/or execution period as referred to in paragraph 1 of this article.
- 3.3. For each day's delay in the delivery time or execution period, the CONTRACTOR shall immediately be liable to pay TUINTE a penalty of €500 per day with a maximum of 15% of the total order value. This penalty may be claimed in addition to any statutory damages.

Article 4: Prices

- 4.1. The prices mentioned in the quotation are based on delivery in accordance with article 5.1 of these conditions.
- 4.2. All prices are expressed in euro, fixed, excluding VAT and including appropriate packaging.
- 4.3. Any increase in costing factors arising after the conclusion of the contract shall be borne by the CONTRACTOR, regardless of the period that has elapsed between the conclusion of the contract and its execution.

Article 5: Delivery and transfer of risk

- 5.1. Delivery takes place at the moment that the CONTRACTOR supplies the item unloaded at TUINTE's business location. Until that time, the CONTRACTOR shall bear the risks of storage, loading, transport and unloading. The CONTRACTOR shall be obliged to insure against these risks on its own account.
- 5.2. TUINTE and the CONTRACTOR may agree that TUINTE will provide transport. In that event, the risk of storage, loading, transport and unloading will also be borne by the CONTRACTOR. The CONTRACTOR may insure itself against these risks.
- 5.3. If the items are collected by or on behalf of TUINTE, the CONTRACTOR shall provide loading assistance at its own risk without charge.
- 5.4. Unless otherwise agreed, ownership and the risk of loss, theft and damage to the delivery shall pass to TUINTE as soon as the goods or services have been delivered to the location specified by TUINTE and have been approved by TUINTE, as defined in Article 5.
- 5.5. Upon initial delivery, the CONTRACTOR shall provide TUINTE with the (draft) as-built drawings, operating instruction(s), software and the like in single digital copies free of charge. The (draft) as-built drawings must be approved by TUINTE and, where necessary, adapted by the CONTRACTOR at its own expense.



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If draft as-built drawing(s) are submitted, their final versions must be submitted to TUIENTE in triplicate free of charge no later than four weeks after the initial delivery. The CONTRACTOR must also provide data, revisions or drawings that are in a digital format free of charge using the drawing software in use at TUIENTE.

- 5.6. Where payments are made before delivery, ownership will pass to TUIENTE.
- 5.7. All deliveries from outside the European Union shall be Delivery Duty Paid (DDP), pursuant to the most recent edition of Incoterms, and supplied to the delivery address indicated in the purchase order, unless otherwise agreed. All deliveries from within the European Union shall be Delivery At Place (DAP), pursuant to the most recent edition of Incoterms, and supplied to the delivery address indicated in the purchase order, unless otherwise agreed.
- 5.8. Any materials or parts supplied by TUIENTE for the purposes of processing, treatment or integration into the CONTRACTOR's delivery, these shall remain the property of TUIENTE. To this end, the CONTRACTOR shall identify the goods supplied as being the property of TUIENTE and shall bear the risk of loss, theft and damage until they are returned to TUIENTE, whether or not as processed products.

Article 6: Inspection and control

- 6.1. TUIENTE shall at all times retain the right to inspect or control the ordered or delivered goods and/or work, in progress or otherwise. In this event, the CONTRACTOR shall provide such facilities as may reasonably be required for this purpose.
- 6.2. The costs of the inspection or control referred to in paragraph 1 of this article shall be borne by the CONTRACTOR if such items or works are rejected by TUIENTE. Inspection or approval does not relieve PROVIDER of any warranty or liability arising from these conditions, the contract or the law.
- 6.3. TUIENTE is at no time obliged to inspect or control the ordered or delivered goods or works (in progress or otherwise) and shall be entitled to assume that such goods and works are sound. Interim inspection and testing, or the lack thereof, does not imply acceptance of the delivery.
- 6.4. If interim inspections, tests or random checks are required on the CONTRACTOR's initiative, TUIENTE must be notified of the time and place so that it can be present.
- 6.5. The costs of any interim inspections, tests or sampling on the CONTRACTOR's initiative shall be met by the CONTRACTOR.
- 6.6. If, for plausible reasons arising from a lack of sufficient confidence in the CONTRACTOR, TUIENTE deems interim inspections, tests or sampling necessary, this shall take place at the expense of the CONTRACTOR who shall provide all necessary facilities and staff for this purpose.
- 6.7. Any additional costs incurred if inspection and testing are delayed by the CONTRACTOR shall be borne by the CONTRACTOR. Costs incurred due to delay caused by TUIENTE shall be borne by TUIENTE.

Article 7: Rejection

- 7.1. If the items or work delivered by the CONTRACTOR do not comply with the contract(s), TUIENTE has the right to reject them. Taking delivery of the goods or payment for the goods or work does not imply acceptance thereof.
- 7.2. Should TUIENTE reject the delivered items or works, the CONTRACTOR shall be obliged, within a reasonable period to be determined by TUIENTE:
- 7.3. to arrange free repair or, at TUIENTE's discretion;
- 7.4. to arrange for free replacement of the items or ensure that the work is performed in accordance with the agreement.
- 7.5. If the CONTRACTOR does not comply with its obligation under paragraph 2 of this article within the stipulated period or fails to do so to TUIENTE's satisfaction, TUIENTE shall be entitled to carry out such work itself, or to have it carried out by a third party at the CONTRACTOR's expense.

Article 8: Intellectual property rights

- 8.1. 'Intellectual Property Rights' refers inter alia to copyrights, database rights, design rights, trademark rights, patents, topographies, or the right to obtain these Intellectual Property Rights by application, filing, registration, or otherwise.
- 8.2. 'Intellectual property rights to the work' are all intellectual property rights pertaining to the work, the service to be provided, and the goods and the tools such as drawings, models, moulds, dies and tools, created during or for the benefit of the performance of the contract between the CONTRACTOR and TUIENTE
- 8.3. All intellectual property rights to the work shall accrue to TUIENTE. The CONTRACTOR shall hereby assign these rights to TUIENTE to the extent possible and will perform any additional action required for transfer without delay at TUIENTE's first request. No remuneration shall be due by TUIENTE to the CONTRACTOR for the transfer of intellectual property rights.
- 8.4. No remuneration shall be due by TUIENTE to the CONTRACTOR for the intellectual property rights to the work or the transfer thereof.



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- 8.5. The CONTRACTOR shall waive the moral rights mentioned in article 25.1(a) of the Copyright Act. The CONTRACTOR shall also waive the moral rights cited in article 25.1(b) and (c) of the Copyright Act, insofar as these concern changes to the work, the goods or their name. The CONTRACTOR shall not invoke the power granted in article 25.4 of the Copyright Act.
- 8.6. The CONTRACTOR guarantees that the goods it will deliver to TUIENTE, the works it will perform and the intellectual property rights to the work breach no third-party rights, including intellectual property rights, and indemnifies TUIENTE against any claims arising in this regard. The CONTRACTOR shall recompense TUIENTE for all damages resulting from any breach, including the full costs of defence.

Article 9: Source code and compute software licence

- 9.1. If the output to be provided by the CONTRACTOR includes the delivery of computer software developed especially for TUIENTE, the CONTRACTOR shall transfer the source code to TUIENTE.
- 9.2. If the output to be provided by the CONTRACTOR consists of the delivery of computer software not developed specifically for TUIENTE, TUIENTE shall - notwithstanding Article 8.3 of these terms and conditions - acquire a non-exclusive, worldwide and perpetual user licence to that part of the computer software for the purpose of the normal use and proper operation of the item. However, if part of the computer software was developed specifically for TUIENTE, Articles 8 and 9.1 of these conditions shall apply in full to that part. TUIENTE may transfer the licence, or grant a sub-licence. In the event that TUIENTE sells the item to a third party, the licence shall automatically pass to the acquirer.
- 9.3. No remuneration shall be payable by TUIENTE to the CONTRACTOR for the acquisition of the source code referred to in the first paragraph of this article, or of the user licence referred to in its second paragraph.

Article 10: Non-disclosure and non-solicitation clause

- 10.1. All information provided by or on behalf of TUIENTE to the CONTRACTOR (such as models, design data, images, drawings, know-how and other documents etc.) of whatsoever nature and form are confidential and will not be used by the CONTRACTOR for any purpose other than that for which it was provided.
- 10.2. The CONTRACTOR shall treat as strictly confidential all information in any form whatsoever which has been made available to it for the purpose of this provision. The CONTRACTOR shall not use TUIENTE's name in brochures and other available media without TUIENTE's express written consent.
- 10.3. The CONTRACTOR shall in no way directly or indirectly submit quotations or tenders to the PRINCIPAL relating to the matter or work that is the subject of the contract between TUIENTE and the CONTRACTOR.

Article 11: Penalty

- 11.1. In the event of any breach of the provisions of Article 9.1 or Article 10, it shall be liable for an immediately payable fine of €25,000 for each breach. This penalty may be claimed in addition to any statutory damages.

Article 12: Accessories

- 12.1. All accessories, such as drawings, models, moulds, dies and tools, provided to the CONTRACTOR by TUIENTE for the performance of a contract, or especially created or commissioned by the CONTRACTOR pursuant to the contract with TUIENTE, shall remain or become the property of TUIENTE under all circumstances, irrespective of whether or not payment was made.
- 12.2. All accessories and all copies made thereof shall be made available or returned to TUIENTE upon first request.
- 12.3. While these accessories are in its possession, the CONTRACTOR must affix an indelible mark indicating that they are the property of TUIENTE. The CONTRACTOR shall alert third parties wishing to make a claim on these accessories to TUIENTE's property rights.
- 12.4. Without prejudice to the provisions of article 10 of these conditions, the CONTRACTOR shall only use the accessories referred to in this article for the performance of deliveries and works on behalf of TUIENTE, and shall not show them to third parties without TUIENTE's express written consent. The CONTRACTOR shall bear the risk of any loss, disappearance, destruction or damage and is obliged to insure this risk at its own expense.

Article 13: Liability

- 13.1. The CONTRACTOR is liable for all direct and indirect damage caused by a shortcoming or wrongful act on the part of the CONTRACTOR, its subordinates or agents. This shall include any losses arising from the presence and/or use of items that CONTRACTOR has employed in the performance of the contract.
- 13.2. CONTRACTOR shall indemnify TUIENTE against all third-party claims for compensation for any losses referred to in the first paragraph.

Article 14: Insurance



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- 14.1. The CONTRACTOR is required to have arranged adequate insurance to cover any losses suffered by TUIENTE due to any shortcoming or wrongful act on the part of the CONTRACTOR or the third parties it engages. The CONTRACTOR shall present copies of the relevant policy and proof of premium payment at TUIENTE's first request.

Article 15: Termination or cancellation of the contract

- 15.1. TUIENTE is at all times entitled to terminate or cancel the contract with immediate effect on payment of compensation equal to the actual costs incurred by the CONTRACTOR and a reasonable profit margin, unless Article 3.1 applies. The burden of proof of costs incurred and reasonable profit margin lies with the CONTRACTOR.

Article 16: Warranty

- 16.1. The CONTRACTOR shall guarantee the proper execution of the agreed performance for a period of 12 months after commissioning.
- 16.2. In the event that the delivered items or the works have not been taken into service within 12 months after delivery, the warranty shall apply for a period of 24 months after delivery.
- 16.3. If the CONTRACTOR has not repaired or replaced any defects in a proper or timely manner or is unable to do so, TUIENTE may repair or replace the defects (or have them repaired or replaced), at the CONTRACTOR's expense without prejudice to any other rights accruing to TUIENTE under the law.
- 16.4. After repair or replacement of the faulty parts delivered, a new warranty period of 12 months (or other agreed period) shall commence in accordance with articles 16.1 and 16.2.
- 16.5. The CONTRACTOR shall bear all the costs associated with repairing the defect, or replacing the items or works. This shall also include the costs of commissioning the items or works after said repair or replacement. If these items or works are part of a larger object, the costs of commissioning that larger object shall also be borne by the CONTRACTOR.
- 16.6. If the CONTRACTOR fails to comply with its warranty obligation, TUIENTE has the right, at the CONTRACTOR's expense, to perform the work under warranty itself or have it performed by third parties, with due observance of Article 16.5.
- 16.7. The limitation period for claims due to defects is five years - except in cases of intentional, deliberate recklessness or gross negligence - unless the product or service has been used in accordance with customary practice in the building of a structure and has caused a defect therein. The limitation period for hidden defects is 10 years. The limitation period shall commence on delivery of the product or service (transfer of risk).

Article 17: Payment

- 17.1. Unless otherwise agreed, payment shall be effected within 60 days of the invoice date.
- 17.2. In the event of advance or instalment payments, TUIENTE has the right to require the CONTRACTOR to provide such guarantee of performance as TUIENTE deems sufficient. If the CONTRACTOR does not comply with this demand within the period set, it will immediately be in default. In that event, TUIENTE is entitled to dissolve the contract and to recover its loss from the CONTRACTOR.

Article 18: No set-off or suspension by the CONTRACTOR

- 18.1. The CONTRACTOR's right to set off any claims it may have against TUIENTE or to suspend performance of its obligations is excluded, unless TUIENTE is subject to suspension of payments, bankruptcy or statutory debt restructuring.

Article 19: Advance transfer of title

- 19.1. At TUIENTE's first request, the CONTRACTOR shall be obliged to transfer title to the goods to be delivered, or the materials, components or construction parts from which the goods will be assembled or manufactured, to TUIENTE in advance. The CONTRACTOR shall perform any additional actions required for this transfer without delay.

Article 20: Prohibition of right of retention

- 20.1. The CONTRACTOR is at all times prohibited from exercising a right of retention on goods belonging to TUIENTE that are for whatsoever reason in its possession.
- 20.2. In the event of infringement of paragraph 1 of the present article, the CONTRACTOR liable for an immediately payable penalty of €250 per day to a maximum of €25,000. This penalty may be claimed in addition to any statutory damages.



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Article 21: Set-off or suspension by TUINTE

- 21.1. TUINTE is empowered to offset any amounts owed to the CONTRACTOR with:
 - a. receivables due from the CONTRACTOR to TUINTE;
 - b. receivables due from undertakings affiliated with TUINTE to the CONTRACTOR;
 - c. receivables due to undertakings affiliated with the CONTRACTOR.
- 21.2. TUINTE is further entitled to set off its claims against THE CONTRACTOR against amounts owed by TUINTE affiliates to the CONTRACTOR.
- 21.3. For the purposes of this article, affiliated undertakings are companies belonging to the same group, within the meaning of Article 2:24b of the Civil Code, and participating interests within the meaning of Article 2:24c of the Civil Code.
- 21.4. If the CONTRACTOR fails to fulfil its obligations, TUINTE may suspend its payment obligations until such a time as it has done so.

Article 22: Assignment and pledge of receivables

- 22.1. The CONTRACTOR may not assign or pledge any receivables arising from its contract with TUINTE. The clause has effect under property law.

Article 23: Applicable law and competent court

- 23.1. In addition to the present Tuinte Holding B.V. General Purchase Conditions, all requests to tender, purchase orders from and agreements with TUINTE shall be subject to Dutch law.
- 23.2. The Vienna Sales Convention (CISG) shall not apply, nor shall any other international regulation the exclusion of which is permitted.
- 23.3. Any disputes will be submitted to the competent judge attached to the Court of Overijssel.

Part 2: Contracting or subcontracting works and services

Article 24: Prohibition of further subcontracting and hiring of staff

- 24.1. Without TUINTE's prior written consent, the CONTRACTOR may not subcontract the work, or parts thereof, to another party or hire staff for the performance of (parts of) the work.
- 24.2. Should TUINTE authorise subcontracting or hiring, the provisions of Articles 25, 26 and 27 shall in any event apply. The CONTRACTOR is also required to impose the provisions of these articles on its contracting party and to stipulate that this contracting party fully incorporates these obligations into any contracts it concludes for the performance of (parts of) the work.

Article 25: Sequential liability when subcontracting

- 25.1. Should the Sequential Liability Act apply to any contract concluded between the parties, it shall be subject to additional conditions to set out below. The following provisions shall apply between the parties in all circumstances. The CONTRACTOR shall be obliged to show the PRINCIPAL at first request:
 - a. A valid certificate of registration with the Chamber of Commerce (issued within the last three months);
 - b. a copy of the original G-account agreement;
 - c. a declaration from the tax authorities regarding the payment of income tax and social security contributions.
- 25.2. TUINTE shall at all times be entitled to pay the agreed part of an invoice amount to the CONTRACTOR by payment into its G-account. If no portion has been agreed in advance, TUINTE will determine what part of the invoice amounts will be paid into the frozen account. Any deposit into the G-account by TUINTE shall be deemed to be a valid payment to the CONTRACTOR.
- 25.3. Every three months, the CONTRACTOR shall submit to TUINTE a new, original statement of payments issued by the Tax Authorities.
- 25.4. The subcontractor shall provide the following information in writing for all staff to be engaged (directly or indirectly) before the works commence:
 - a. Name and address;
 - b. Date of birth;
 - c. Citizen service number (BSN);
 - d. Nationality;
 - e. Type, number and validity period of identity document;



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- f. If applicable: the presence of an A1 certificate, residence permit, work permit and online notification to the Ministry of Social Affairs and Employment.
- 25.5. All members of the workforce to be used by the CONTRACTOR – being all persons coming to perform work – must carry original and valid identity documents and, where applicable, residence documents, work permits and A1 declarations prior to and during the work for the purpose of inspection(s) to be carried out by TUIENTE. TUIENTE is authorised to deny access to the workplace to any worker failing to comply, or to remove the worker from the workplace. The CONTRACTOR shall be liable for any resulting losses.
- 25.6. The CONTRACTOR should organise its administration such that the following documents or information can be located immediately or almost immediately:
 - a. the contract or the contents thereof pursuant to which the CONTRACTOR has carried out the goods or services supplied to TUIENTE;
 - b. information on the performance of that contract including a record of the persons carrying out work and the days and hours during which they did so;
 - c. payments made pursuant to the said contract.
- 25.7. In the event of the CONTRACTOR's bankruptcy, TUIENTE is entitled to suspend its payment obligations until it has received a statement from the Tax Authorities showing whether, and to what amount, TUIENTE will be held liable for payroll taxes and VAT unpaid by the CONTRACTOR. TUIENTE may deduct the sum that it is required to pay to the Tax Authorities from any amount it may still owe the CONTRACTOR.
- 25.8. CONTRACTOR shall provide, immediately and at TUIENTE's first request, any information that TUIENTE considers necessary for its administration or that of its PRINCIPAL.

Article 26: Invoicing

- 26.1. The CONTRACTOR's invoices must meet the requirements of Section 35a of the Turnover Tax Act 1968. In addition, CONTRACTOR must state clearly and prominently on the invoices:
 - a. date of issue;
 - b. a sequential number, with one or more series, clearly identifying the invoice;
 - c. TUIENTE's name and address;
 - d. the CONTRACTOR's name and address;
 - e. whether or not the reverse charge mechanism applies to turnover tax and, if so, the amount of turnover tax;
 - f. the CONTRACTOR's VAT identification number;
 - g. TUIENTE's VAT identification number, if the VAT remittance has been reverse-charged to TUIENTE;
 - h. the invoice amounts, disaggregated for each rate and then broken down by unit price and any discounts applied.
 - i. the number or reference, if any, of the contract under which the CONTRACTOR performed the invoiced goods or service(s);
 - j. the period(s) of performance;
 - k. the name or reference of the work to which the invoice relates;
 - l. if applicable: the CONTRACTOR's G-account number;
 - m. the extent of wage costs and, separately the percentage of payroll taxes in the total wage amount.
- 26.2. The CONTRACTOR shall append a breakdown of hours worked to each invoice. The breakdown should specify at least the initial(s), family name and date of birth of the staff employed and the days and hours that they worked. The CONTRACTOR shall also present a document showing that it is entitled to payment, such as a signed declaration of performance.
- 26.3. TUIENTE will pay invoices only after it has approved the work or the part of the work to which an instalment relates, and when the invoices meet the requirements of this article.

Article 27: Hiring of staff by the CONTRACTOR

- 27.1. Should the CONTRACTOR take on staff to carry out the work, it shall comply with the following provisions:
 - a. the CONTRACTOR shall deposit 30% of each invoice amount (including VAT) in the provider's G-account. Where VAT is reverse-charged, this figure is 25%;
 - b. the CONTRACTOR must include the invoice number and any other identifying invoice details with each payment;
 - c. the CONTRACTOR's administrative records must provide immediate access to information on hiring, hours worked and payments;
 - d. The citizen service number(s) of the hired staff must be known to the CONTRACTOR;
 - e. the CONTRACTOR must be able to demonstrate the identity of the contracted workers and the presence of any residence or work permits.
- 27.2. CONTRACTOR may only hire personnel from a provider compliant with NEN 4400-1 or NEN 4400-2 and included on the register of the Stichting Normering Arbeid (SNA).



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- 27.3. the CONTRACTOR shall require the provider to state on its invoices:
- a. The number or reference of the contract to which the invoice relates;
 - b. The period(s) to which the invoice relates;
 - c. The description or reference of the work to which the invoice relates.

Article 28: Payroll tax and VAT indemnification

- 28.1. The CONTRACTOR shall indemnify TUIENTE against claims by the Tax Authorities, the UWV or similar authorities in respect of:
- payroll tax and social security premiums not withheld by TUIENTE;
 - payroll taxes (income tax and social security contributions) and VAT not withheld by the CONTRACTOR
 - payroll taxes not withheld by all the parties to which the works or parts thereof are outsourced;
 - payroll taxes and VAT not withheld by any parties from whom staff were hired for the performance of the works or parts thereof.
- 28.2. In particular, upon TUIENTE's first written request, the CONTRACTOR shall immediately reimburse the following costs to TUIENTE by payment to its designated bank account number:
- a. TUIENTE's full fees for legal counsel associated with legal proceedings by the competent authority shall be borne by TUIENTE to the extent that such proceedings relate to the provisions of paragraph 1 of this article;
 - b. All remaining costs of legal proceedings as described in subparagraph a, including court fees and expert costs;
 - c. All costs that TUIENTE may be ordered to pay to the competent authority in respect of the matters set out in paragraph 1 of this article and whose judgment may be enforced.
 - d. Any remaining costs related to the provisions of paragraph 1 of this article and charged to TUIENTE.
- 28.3. TUIENTE is entitled to offset any payments due from the CONTRACTOR under paragraphs 1 and 2 of this article against any amounts owed to the CONTRACTOR for whatsoever reason.

Article 29: Sequential liability for wage payments (Law on evasion schemes)

- 29.1. The CONTRACTOR shall:
- a. comply with applicable laws and regulations in the performance of the works and have the appropriate collective bargaining agreement;
 - b. set forth all labour agreements applicable to the performance of the work in a clear and accessible manner;
 - c. allow the competent authorities access on request to these labour agreements, and cooperate in controls, audits or wage validation.
 - d. provide TUIENTE upon request with access to these labour agreements if TUIENTE considers this necessary for the prevention or handling of a wage claim relating to work carried out in performance of the works.
- 29.2. Should the CONTRACTOR breach its obligations under this article, TUIENTE shall be entitled - after notice of default - to dissolve the contract wholly or in part.
- 29.3. The CONTRACTOR hereby indemnifies TUIENTE against claims by employees pursuant to articles 7:616a and 7:616b of the Civil Code for non-payment of wages or comparable payments
- 29.4. In the event that the CONTRACTOR subcontracts the work or parts thereof, it shall require the party to whom said work is subcontracted to assume the obligations referred to in paragraph 1 of this article. It shall also require the third party in question to include these obligations in full in any contracts it enters into for the performance of the work or parts thereof.

Article 30: Organisation of the work

- 30.1. The CONTRACTOR is required to follow only the orders and instructions given by TUIENTE.
- 30.2. TUIENTE is entitled to deny the members of the CONTRACTOR's workforce access to the work or to remove them (or have them removed), for example on account of unsuitability, disorderly conduct, misconduct, etc., without further compensation for any resulting losses incurred by the CONTRACTOR.
- 30.3. Working and rest times in the workplace and the days of rest, public holidays, holidays or other days off generally or locally recognised by the government or on the basis of collective labour agreements shall also apply to the CONTRACTOR and its staff carrying out workplace activities. Any consequential losses incurred by the CONTRACTOR may not be recovered from TUIENTE. This last shall also apply if the services of the CONTRACTOR cannot be used due to strike or other circumstances at TUIENTE or third parties.
- 30.4. Unless otherwise agreed, CONTRACTOR must ensure, from the start of the works and until completion, that a designated foreman is present in the workplace, with whom both organisational and technical arrangements can be made. Their name must be known to the persons or bodies indicated by TUIENTE,



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- 30.5. The CONTRACTOR shall equip its staff with appropriate personal protective equipment and monitor its proper use. All the costs arising shall be borne by the CONTRACTOR.
- 30.6. CONTRACTOR must ensure a level of staffing such that the performance of the works meets the schedule set by TUIENTE and that other works are not obstructed. Should TUIENTE change the scheduling or progress, the CONTRACTOR shall make adjustments accordingly. Staffing adjustments shall only be permitted with TUIENTE's consent.
- 30.7. If the CONTRACTOR is co-insured under a construction all-risk policy concluded by TUIENTE or its PRINCIPAL and any losses are caused by the CONTRACTOR, the CONTRACTOR must reimburse TUIENTE for the excess, uncovered losses and costs arising.
- 30.8. The CONTRACTOR shall ensure that all equipment covered by the Law on vehicle liability insurance is appropriately insured. Work risks should also be insured. The CONTRACTOR must also have taken out appropriate insurance for the risk of damage caused by or related to the use of other equipment it may deploy.
- 30.9. The CONTRACTOR shall remain at all times responsible for the installation location of cables, pipes and other third-party property above and below ground. The CONTRACTOR shall notify TUIENTE immediately of any damage.
- 30.10. Necessary equipment such as scaffolding, aerial platforms, lifting equipment and minor equipment including hand tools, measuring equipment, rolling scaffolds, ladders and steps etc., will be provided by the CONTRACTOR and are included in the total price.
- 30.11. If works are to be carried out on or to already completed parts of the work, such as plastered walls, tiling, painting, etc., the CONTRACTOR must take protective measures to prevent any damage or contamination. Any damage or soiling observed after or during the works shall be assumed to have been caused by the CONTRACTOR.
- 30.12. Upon completion, the CONTRACTOR must deliver the work swept clean and leave the construction site in a clean condition.

Article 31: Work permits and safety measures

- 31.1. The CONTRACTOR shall comply strictly with the law on the employment of foreign nationals (Wet Arbeid Vreemdelingen, hereinafter the "WAV"). The CONTRACTOR may only employ persons who are in possession of all the required documents and permits including, but not limited to, the required work permits or combined residence and work permits.
- 31.2. The CONTRACTOR shall indemnify TUIENTE against all third-party claims, including fines issued by the Inspectorate of Social Affairs and Employment, resulting from any breach by the CONTRACTOR of the provisions of paragraph 1 of this article.
- 31.3. By way of derogation from paragraph 2 of the present article, if an administrative fine is imposed on TUIENTE for deliberate or grossly negligent failure to comply with its obligations under the WAV, TUIENTE may not claim this fine from the CONTRACTOR.
- 31.4. The CONTRACTOR shall, at its own expense, arrange for those permits and safety measures that are required for the execution and delivery of the contracted works.

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