

**GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS BY AND THE PROVISION OF SERVICES TO VAN HALTEREN TECHNOLOGIES BOXTEL B.V. ("PUR22") – version 2.0**

**1. General**

- 1.1. These conditions apply to all offers and contracts with respect to the sale of goods and/or provision of services by a supplier thereof (hereinafter: **"the Supplier"**) to Van Halteren Technologies Boxtel B.V. (hereinafter: **Van Halteren**) and to all agreements with Van Halteren in this connection. In these conditions, services include but are not limited to design and (mechanical) engineering, construction and calculation activities (engineering), transport, posting employees and contracting work.
- 1.2. The applicability of conditions applied by the Supplier is hereby expressly rejected. The submission of an offer means that the Supplier expressly rejects the applicability of its or any other general terms and conditions applied by it.
- 1.3. If the Supplier fails to accept and confirm an order in writing within two weeks after receipt, Van Halteren shall be entitled to cancel the order. Call-off orders within the context of order and framework agreement planning become binding if the Supplier does not reject the call-off order in writing within two days after receipt. The Supplier with whom the present conditions were contracted accepts the applicability of these conditions to later agreements with Van Halteren.
- 1.4. In the event one or more provisions of these conditions and/or the agreement is void or declared non-binding, or annulled, the other provisions of these conditions and the agreement will remain in effect. In such cases, the Supplier and Van Halteren will endeavour to replace the void or non-binding provision with a valid provision that expresses the parties' original intention as much as possible.
- 1.5. The agreement consists of the following documents and the ranking order is determined on the basis of the numbering in which connection number 1 is the highest in rank:
  1. The order form (purchase order) with appendices
  2. These purchasing conditions
  3. The confirmation of the order
- 1.6. In the event one or more provisions of the agreement are mutually inconsistent, their ranking order will be determined on the basis of the following rules: (i) the strict or more detailed specifications take precedence over the specifications that are less strict or detailed, (ii) a description takes precedence over a drawing; and (iii) a special arrangement takes precedence over a general arrangement, on the understanding that rule (i) takes precedence over rules (ii) and (iii), and rule (ii) takes precedence over rule (iii). The inconsistency will be interpreted in the Supplier's favour if the application of these rules does not lead to a solution.
- 1.7. Deviations from these purchasing conditions are only possible if the parties have agreed these expressly and in writing.
- 1.8. Provisions of these conditions and the agreement do not apply insofar as they are inconsistent with the applicable provisions of mandatory law. If any provision of these purchasing conditions or the agreement proves to be void or unenforceable, such shall not prejudice the validity of the other provisions of the purchasing conditions and the agreement. Van Halteren shall be entitled to revise these purchasing conditions unilaterally from time to time and will inform the Supplier thereof.

## **2. Offers, conclusion of the agreement**

- 2.1. Van Halteren shall be entitled to withdraw or change a request for an offer if this is possible pursuant to the applicable Dutch and European case law and legislation and regulations. Van Halteren will not compensate costs or damage that is related thereto, unless otherwise agreed in writing.
- 2.2. All offers made by the Supplier are binding and irrevocable and do not require compensation.
- 2.3. The agreement is not concluded until after and in the manner as laid down in writing by Van Halteren. Oral announcements or commitments made by representatives or agents of Van Halteren only bind Van Halteren if and insofar as they have been or will be confirmed in writing by Van Halteren to the Supplier.
- 2.4. Changes, adjustments or additions to the agreement are only valid if and insofar as they have been expressly confirmed in writing by both parties.
- 2.5. In the event the Supplier delivers goods and/or services without an agreement, it will do so for its own account and risk.
- 2.6. All information intended for the offer and the agreement remain the property of Van Halteren.

## **3. Price**

- 3.1. The price agreed with the Supplier is exclusive of VAT, but always inclusive of all other costs and duties, taxes, levies, adequate packaging, inspections, testing, certificates, dispatch, transport, loading and unloading, insurance costs, travel, accommodation and meal costs, commuting costs, the costs of assembly and suchlike.
- 3.2. The agreed price is fixed and never subject to price increases, even in the event the price increase is the result of an increase in the cost price or factors that determine the cost price.
- 3.3. If it was agreed expressly that the activities to be performed or the services to be provided by the Supplier will be carried out on the basis of a daily or hourly rate, the number of days or hours worked, the costs of wear and tear and depreciation of (construction) equipment, time spent on preparation and formalities at the job site, travel time, waiting time, costs of auxiliary materials and suchlike, are included in the daily or hourly rate. As regards the performance of activities outside the working times indicated by Van Halteren as referred to in article 9.2 of these purchasing conditions, a deviating daily or hourly rate or surcharge agreed in writing with Van Halteren can only be charged with the prior, express, written approval of Van Halteren.

## **4. Payment**

- 4.1. The Supplier is obliged to invoice in accordance with the agreed payment schedule or, if no payment schedule was agreed, following full delivery/completion and acceptance by Van Halteren.
- 4.2. The Supplier is required to indicate on or enclose the following with the invoices: (i) the invoice numbers, (ii) the Van Halteren purchase order numbers, (iii) the VAT amount and the Supplier's VAT number, (iv) daily or hourly statements / material lists approved by Van Halteren (if it was agreed that the activities to be performed are carried out on the basis of a daily or hourly rate), (v) reference to the relevant instalment of the payment schedule, (vi) the account number of what is known as the Supplier's G account and (vii) details regarding the names, addresses and places of residence of the employees of the Supplier and those of any subcontractors that may have been engaged.

- Invoices that do not meet the above-mentioned invoice requirements are not paid by Van Halteren.
- 4.3. Unless otherwise agreed, payment will take place within 60 days after receipt and approval by Van Halteren of the invoice.
  - 4.4. Payment cannot be considered to constitute approval, acceptance and/or delivery of all or part of the goods and services delivered.
  - 4.5. Adjustments for exchange differences are not possible.

## **5. Taxes**

- 5.1. The Supplier guarantees that all social security costs, insurance premiums and wage and other taxes related to the performance of the agreement with Van Halteren are paid in time and in full. The Supplier is fully liable for all costs and damage, including interest and penalties, incurred by Van Halteren in connection with the Supplier's failure to comply with its obligations to pay social security costs, insurance premiums and wage and other taxes (including turnover tax) and the Supplier indemnifies Van Halteren against claims from third parties in this connection.
- 5.2. Without prejudice to Van Halteren's rights as referred to in article 5.1, Van Halteren shall be entitled in connection with the Supplier's obligation to pay social security costs, insurance premiums and wage and other taxes (including turnover tax), to pay a percentage of 50% of the amounts invoiced by the Supplier (i) into what is known as a G account, or (ii) directly to the implementing organisation and/or the Tax and Customs Administration. Van Halteren will be discharged towards the Supplier as a result of payment thereof.
- 5.3. At Van Halteren's first request, the Supplier will provide a written payment history report, such as but not limited to vicarious tax and hirer's liability, from the Tax and Customs Administration.

## **6. Delivery of goods and services**

- 6.1. Unless explicitly agreed otherwise in writing, delivery of the goods to be manufactured, sold and/or delivered within the context of the agreement will take place DDP (*Delivery Duty Paid*) in accordance with the version of the agreed INCO terms © 2010 if the Supplier is established outside the European Union or DAP (Delivery At Place) INCO terms © 2010 if the Supplier is established in the European Union.
- 6.2. It is essential that delivery takes place within the agreed delivery term or, at the latest, on the agreed delivery date. Exceeding this term means that the Supplier is in default without requiring notice of default.
- 6.3. The Supplier is obliged to inform Van Halteren in time and adequately of the exact time of delivery/completion and if the delivery time or delivery date is about to be exceeded, including in case the delivery time or delivery date may be about to be exceeded in any event an indication of the reason for and the expected duration of the overrun and a plan of approach to make up or undo the overrun.
- 6.4. Partial deliveries or deliveries made before the agreed moment of delivery require Van Halteren's prior, written approval. Any consequences that arise therefrom are for the Supplier's account and risk.
- 6.5. Inspection reports, warranty and other certificates, including but not limited to CE certificates, safety data sheets, packing lists, instruction booklets, manuals, maintenance instructions, as built and other drawings, lists of spare parts and suchlike, must be provided to Van Halteren free of charge simultaneously with or prior to the delivery/completion of the goods and/or services.

- 6.6. The delivery and everything provided for in article 6.5 only apply as completed if what was agreed has been delivered in full and in accordance with the agreement and accepted by Van Halteren.
- 6.7. The prescription and other periods indicated in Articles 7:761 DCC and 7:23 DCC will be adjusted as follows: (i) as soon as Van Halteren or Van Halteren's customer has discovered a defect in respect of which it established at that moment that it concerns a defect, Van Halteren will inform the Supplier thereof within 12 months (1) after the defect is established, or (2) after Van Halteren was informed thereof by Van Halteren's customer, and (ii) legal claims and defences, based on facts that would justify the argument that the good delivered or the deliveries/services delivered do not comply with the agreement are prescribed as a result of the expiry of 5 years after the notification made in accordance with (i), or, if this is later, after the term afforded to the Supplier to undo the shortcoming or defect has ended.
- 6.8. In the event the Supplier exceeds the delivery time without this having been accepted in advance by Van Halteren, Van Halteren shall be entitled to:
- Request that the Supplier arrange for the delivery of the goods and/or services to be delivered or send them via the quickest means (of transportation) and/or claim compensation amounting to 0.5% of the weekly contract price, calculated in respect of the relevant part thereof, as from the agreed delivery date until the moment of actual delivery subject to a maximum of 10% of the total contract value, unhindered by the right to claim in addition compensation of the damage sustained by Van Halteren.
  - Dissolve all or part of the agreement without being obliged to pay damages or costs, while the Supplier will owe Van Halteren a penalty of 10% of the total contract value, unhindered by the entitlement to claim in addition compensation of the damage sustained by Van Halteren.
- The penalty clause in the first point above also applies if not all requested and/or necessary scale plans, drawings, documents etc. and/or other information, technical or otherwise, that form part of the agreement are delivered in time.

## **7. Provision of personnel**

- 7.1. Activities performed by personnel provided to Van Halteren are performed under the management and supervision of Van Halteren.
- 7.2. The Supplier guarantees that the level of training, the knowledge and experience of the employees made available, including but not limited to sufficient command of both spoken and written Dutch and English, are at least sufficient for the performance of the activities instructed by Van Halteren.
- 7.3. The Supplier guarantees that the employees provided comply with all applicable legislation and regulations and the codes of conduct and safety that apply at Van Halteren and at the job site where the activities are to be performed.

- 7.4. During the period the Supplier makes employees available to Van Halteren, the Supplier will not replace the employees made available on a temporary or permanent basis without Van Halteren's prior approval, unless the replacement is the result of a circumstance beyond its control.
- 7.5. Van Halteren shall be entitled to have provided employees replaced if Van Halteren deems this desirable or necessary with a view to the performance activities, in which case the Supplier will replace the member of staff in question within 2 (two) working days, without charging additional costs.
- 7.6. Unless otherwise agreed, the Supplier will only be entitled to compensation of the time actually spent on the work by the employees made available.
- 7.7. The Supplier guarantees that the persons engaged by it comply with the (compliance) legislation and regulations, in particular provisions concerning anti-corruption and antitrust legislation and regulations. Van Halteren reserves the right to dissolve the existing contracts with immediate effect and without any entitlement to compensation or indemnification and without judicial intervention, without prior notification in case of a (possible) breach thereof. The Supplier is also obliged and will ensure that the social labour legislation, such as but not limited to the Working Conditions Act, the Sickness Benefits Act, Unemployment Insurance Act, the Minimum Wage and Minimum Holiday Allowance Act, the Working Hours Act, the Foreign Nationals (Employment) Act are complied with strictly.

#### **8. Changes and additional work**

- 8.1. The Supplier will not make any changes to the design or specifications without the written approval or at the written request of Van Halteren.
- 8.2. The Supplier does not have the right to perform additional work without the prior, written approval of Van Halteren. Any additional work performed by the Supplier without the required prior, written approval from Van Halteren does not have to be paid for by Van Halteren.
- 8.3. The Supplier is obliged at all times to implement or deliver the changes or additions to the agreed goods and/or services that are requested by Van Halteren and that are technically possible.
- 8.4. Changes and additions do not result in an increase of the agreed contract price or an extension of the agreed delivery term, unless and insofar as this is reasonable and substantiated with evidence and Van Halteren has accepted a proposal to increase the agreed price and/or extension the agreed delivery term in writing.
- 8.5. Van Halteren shall be entitled to dissolve or terminate all or part of the agreement if performance of the changes or additions requested by it proves impossible on the basis of conditions that are acceptable to it. In such cases, Van Halteren is only obliged to compensate to the Supplier the proportionate price for the goods and/or services demonstrably delivered.
- 8.6. At the request of Van Halteren, the Supplier will draw up a change proposal and send it to Van Halteren within 5 calendar days after receipt of this request, including a proposal to change the agreed price and/or a change to the agreed delivery time. As soon as Van Halteren has accepted such a proposal in writing, the Supplier will proceed with the delivery of the offered goods and/or services promptly.

## **9. Planning**

- 9.1. The Supplier is obliged to observe Van Halteren's working hours and planning as well as any changes thereto and it is required to structure its activities in such a manner that the activities of Van Halteren or third parties are not or hardly disturbed.
- 9.2. The Supplier is only allowed to carry out its activities or have them carried out outside the working times indicated by Van Halteren if necessary and after this has been approved in advance and in writing by Van Halteren.

## **10. Auxiliary materials, tools, mains services**

- 10.1. The Supplier arranges for the necessary auxiliary materials and tools, including work clothing and safety equipment, and bears the related costs.
- 10.2. If auxiliary materials and tools, safety equipment, gas, electricity, lighting or water are made available by or on behalf of Van Halteren, Van Halteren shall be entitled to charge the costs thereof to the Supplier. The Supplier uses the auxiliary materials and tools, safety equipment and mains services made available by Van Halteren for its own risk.

## **11. Packaging and transport**

- 11.1. The goods to be delivered by the Supplier must be provided with labels in accordance with Van Halteren's instructions and packaged properly in accordance with the requirements that apply to transport and the destination. The goods must be packaged in such a manner that damage or loss during transport is prevented.
- 11.2. Packaging materials will be taken back by the Supplier at Van Halteren's first request.
- 11.3. The information indicated in the orders under Van Halteren's framework agreements must be indicated on the packing list and the invoice. Packing lists and invoices that lack the required information will be sent back to the Supplier who will bear the related costs. An invoice containing an invoice number and other allocation criteria must be sent (in a single copy) to the stated address and must not be sent together with the shipment.

## **12. Information, specifications, design, drawings**

- 12.1. The Supplier guarantees the correctness of the information, designs, specifications, drawings and calculations provided by Van Halteren.
- 12.2. The Supplier is required to check all information, designs, specifications, drawings and calculations provided by Van Halteren and inform Van Halteren of the results of the inspection. The Supplier is obliged to inform Van Halteren immediately of errors, shortcomings and/or defects in the information, designs, specifications, drawings and calculations provided by Van Halteren, including errors, shortcomings and/or defects with respect to stated quantities or an incomplete list of measurements. The Supplier shall not be relieved in any way from any obligation with respect to the performance of the agreement if any information obtained from Van Halteren or otherwise proves to be incorrect or incomplete.
- 12.3. The Supplier will apply for and obtain from the competent authorities all applicable compliance certificates or approval of designs in time and at the first opportunity.

- 12.4. At Van Halteren's first request, the Supplier will present Van Halteren free of charge with all drawings, calculations, (mechanical) engineering and calculation activities (*engineering*), design, specifications and implementation documentation, for approval in advance. Any reasonable corrections requested will be implemented by the Supplier free of charge.
- 12.5. The Supplier bears the risk of all damage caused by errors, shortcomings or defects in the drawings, calculations, (mechanical) engineer, construction and calculation activities (*engineering*), design, specifications and implementation regulations. Approval by Van Halteren does not release the Supplier from any obligation or liability.

### **13. Implementation and completion**

- 13.1. At Van Halteren's request, the Supplier will be obliged to provide Van Halteren with a production or implementation schedule, submit progress reports and/or cooperate in progress inspections by or on behalf of Van Halteren.
- 13.2. At Van Halteren's request, the Supplier will be obliged to draw up a detailed work planning containing a description of the sequence, duration and time allocation of the activities and submit it to Van Halteren for approval prior to the performance of the activities. The work planning thus approved forms part of the agreement. Deviations from the work planning are only permitted following prior, written approval by Van Halteren.
- 13.3. The activities must be performed in such a manner that completion thereof at the latest on the agreed delivery date is guaranteed.
- 13.4. The Supplier guarantees that the activities will be performed carefully and with due observance of (i) the generally-accepted standards of sound work and without errors, shortcomings and defects, (ii) the agreed functional and technical specifications, (iii) the agreed quality, quantities and description of the goods and/or services, (iv) the standards generally applicable in the industry and (v) the applicable legislation and regulations, including in relevant cases the relevant standards laid down in the Allied Quality Assurance Publications as published by NATO. Cases as referred to in the previous sentence exist inter alia if work is carried out on/for the benefit of goods intended for Defence (the air force, army, navy and military police).
- 13.5. The Supplier will only deploy qualified employees who have the knowledge and expertise required for the performance of the activities. Employees will have sufficient command of the Dutch and English languages.
- 13.6. The Supplier ensures that it obtains all permits required for the performance of the agreement, unless expressly otherwise agreed in writing in advance.
- 13.7. Supplementary to the provisions of article 6.6 of these conditions, work performed by the Supplier will only be considered delivered if and insofar as the work has been inspected and approved by or on behalf of Van Halteren.
- 13.8. Inspection of the work carried out by the Supplier will take place on dates and at times prescribed by or behalf of Van Halteren. Inspection by or on behalf of Van Halteren will be laid down in a delivery or completion report intended for this purpose. The Supplier is obliged to remedy the shortcomings and/or defects referred to in the aforementioned form within 30 days.

- 13.9. The work is not deemed to have been delivered until after it has been accepted expressly by Van Halteren. Commissioning, taking possession or the fact that no objection is lodged does not constitute acceptance of the work, the goods and/or the services.
- 13.10. If the Supplier was informed of the intended purpose of the goods and services to be delivered, the Supplier will guarantee that the services provided by it are suitable for the intended purpose. The fact that Van Halteren tests, checks or inspects parts of the services does not have an impact on the scope of the Supplier's obligation to carry out and guarantee its services.
- 13.11. The Supplier guarantees that materials used are new and unused, of a recent production date and/or manufactured specifically for the agreement.
- 13.12. The Supplier will perform the agreement independently and in accordance with the latest state-of-the-art and is also responsible for this.

#### **14. Prohibition of outsourcing**

- 14.1. The Supplier is not allowed without Van Halteren's written approval to transfer or outsource all or part of the performance of the agreement to third parties, or to use workers who have been made available or hired in.
- 14.2. Approval by Van Halteren does not release the Supplier from any obligation or liability for (sub)contractors or other third parties engaged by it.

#### **15. Inspection**

- 15.1. The Supplier guarantees that the goods delivered and/or services provided comply with the agreement, with the generally applicable standards and the regulations that apply pursuant to the law or a convention concerning but not limited to health, safety and the environment.
- 15.2. Van Halteren, including its customer/the end user, shall be entitled at all times, therefore also in the interim, to inspect or have inspected, check or have checked and/or to test or have tested the goods and/or services delivered by the Supplier irrespective of the place where the relevant goods are located or where the services are performed.
- 15.3. Inspection, testing, sampling, acceptance and/or payment by or on behalf of Van Halteren does not release the Supplier from any obligation or liability.
- 15.4. The Supplier cooperates in the activities referred to in article 15.2 as necessary.

#### **16. Transfer of risk and ownership**

- 16.1. The Supplier guarantees that the goods to be delivered are unencumbered and free from retention of ownership or attachment.
- 16.2. Employees of the Supplier or employees engaged by it work for the account and risk of the Supplier also at Van Halteren locations. The Supplier's goods are for its account and risk also at Van Halteren locations.
- 16.3. Goods to be delivered and/or goods in respect of which services are provided are for the account and risk of the Supplier until the delivery/completion has been finalised as referred to in article 6.6 or article 13.7 of these conditions. Ownership of the goods to be delivered passes in all cases to Van Halteren as soon as these goods have been delivered to the destination agreed or indicated by Van Halteren.



- 16.4. In the event Van Halteren makes any payment for delivery or completion, ownership of the goods to be attributed to that payment and/or parts or materials for the purpose of those goods (jointly referred to as: the goods) that are already present at the Supplier will pass to Van Halteren at the moment of payment. The Supplier is obliged to identify the relevant goods present (i) at its location, (ii) at Van Halteren's location and (iii) at Van Halteren's customer's location, as intended for Van Halteren and keep them identified and separated from other goods. The Supplier applies as Van Halteren's holder of all goods of Van Halteren or Van Halteren's customer present at its location.
- 16.5. The Supplier will insure the goods present at its location adequately and with a reputable insurance company until the moment of delivery/completion against among other things but not limited to damage, transport, fire, theft, etc. During the performance of the Agreement, the Supplier will not alter the insured amount or the policy conditions to the detriment of Van Halteren, unless Van Halteren has granted its express and written approval to do so. Any insurance that is necessary within the context of the performance of the agreement and that has not yet been taken out by the Supplier will be taken out by the Supplier for at least the period of the performance of the agreement.

**17. Intellectual property rights**

- 17.1. The Supplier guarantees that (the use of) the goods delivered does not infringe any intellectual property rights. It will indemnify Van Halteren in this connection against claims from third parties and fully assume for its account the damage and costs sustained by Van Halteren as a result thereof.
- 17.2. Drawings, images, designs, models, calculations, procedures, tools, etc., that are provided by Van Halteren or that are created by or on behalf of the Supplier on the instructions of Van Halteren or in this connection and the intellectual property rights concerning this are vested exclusively in Van Halteren which is also designated as creator and designer, all of the above irrespective of whether this is charged separately to Van Halteren. The Supplier will transfer the aforementioned rights of ownership to Van Halteren insofar as necessary and possible and perform all acts that are necessary or conducive to ensuring that Van Halteren is the entitled party as referred to herein.
- 17.3. The Supplier guarantees that neither it nor any third party (person) will claim personality rights with respect to the aforementioned intellectual property rights and that it will make every effort to ensure that the entitled party/parties expressly waive all personality rights in question.

**18. Software**

- 18.1. Van Halteren acquires upon delivery of software rights that are unlimited as regards time and area to use the software that is part of the scope of delivery. The permitted use includes in particular the duplication, loading and implementation of the software. It also comprises sublicences, renting out and any other form of transfer of the software to companies affiliated with Van Halteren as well as our subcontractors who are responsible for the production of our products and require a right of use concerning the software in this connection. The permitted use also comprises the transfer of the software as part of a hardware product to customers and the granting of rights of use in respect thereof, insofar as this is necessary for the use of the hardware.

**19. Confidentiality**

- 19.1. The Supplier is obliged to keep secret all business information, including commercial information, and technical information from Van Halteren that came to its attention or that was developed by it within the context of the performance of the agreement. Such confidential information (i) will not be made available by the Supplier to third parties, including the Supplier's employees, unless these Supplier's employees are required to take cognisance of this confidential information for the performance of their activities, without Van Halteren's prior, written approval, (ii) will not be reproduced by the Supplier or used for a purpose other than the performance of the agreement, (iii) always remains the property of Van Halteren and (iv) will be returned to Van Halteren for the account and risk of the Supplier at Van Halteren's first request or following performance of the agreement or this information will be destroyed, deleted, etc.
- 19.2. The Supplier will impose the same duty of confidentiality on its employees and third parties who take cognisance of the confidential information within the context of the performance of the agreement and it guarantees that these employees and those third parties will comply with the related obligations.

**20. Job site**

- 20.1. The Supplier is deemed to be fully familiar with the situation at the job site where the Supplier is to perform activities and that it has all information in this connection required for the proper performance of the agreement.
- 20.2. The Supplier is obliged to tolerate that Van Halteren or third parties perform activities at the job site for Van Halteren and must provide all and unlimited access and opportunity to do so.
- 20.3. The Supplier must keep the job site free from waste material and rubbish and leave the job site behind in a clean and orderly state following completion of the work.
- 20.4. Van Halteren is not obliged to guard or protect the job site, the items of property on the job site that will be created for Van Halteren pursuant to the agreement and sold and delivered to Van Halteren, nor will the auxiliary materials and tools be guarded or protected by Van Halteren, rather by the Supplier.
- 20.5. Only employees whose details (initials, name, date of birth, address, position and date on which the person concerned was appointed) are registered in a form intended for this purpose and that is submitted to Van Halteren a day before the start of a working week will be admitted to the job site. Employees of the Supplier or employees engaged by it will be obliged to identify themselves at Van Halteren's first request. The persons concerned will allow Van Halteren to make copies of their identity documents and any residence and work permits and to retain those copies.
- 20.6. In the event an employee who has been made available or a worker of the Supplier who has been engaged in the performance of the agreement misbehaves or if a different circumstance occurs as a result of which Van Halteren is unable to keep on an employee or worker who has been made available, Van Halteren shall be entitled to remove this employee / this worker from the job site where the activities are performed with immediate effect and to deny the employee/worker in question all further access.

## **21. Environmental and Health and Safety Regulations**

- 21.1. The Supplier shall comply with all applicable environmental, health and safety laws, regulations, standards, and guidelines, including, but not limited to, the following:
- 21.2. Environmental Regulations:
  - a. Compliance with all applicable laws and regulations governing hazardous and non-hazardous waste management, including the proper storage, handling, transport, treatment, and disposal of such waste.
  - b. Compliance with all applicable laws and regulations governing air emissions, water discharges, and soil contamination, including the monitoring, reporting, and record-keeping of such emissions, discharges, and contamination.
  - c. Compliance with all applicable laws and regulations governing the use, storage, handling, and disposal of hazardous substances, including chemicals, pesticides, and other toxic materials.
- 21.3. Health and Safety Regulations:
  - a. Compliance with all applicable laws and regulations governing workplace safety and health, including but not limited to, the provision of personal protective equipment, training of employees, and reporting of workplace accidents and incidents.
  - b. Compliance with all applicable laws and regulations governing product safety, including the labelling, packaging, and storage of products, and the reporting of any safety incidents related to the products.
  - c. Compliance with all applicable laws and regulations governing the use and handling of machinery and equipment, including the regular maintenance and inspection of such machinery and equipment.
- 21.4. The Supplier shall provide evidence of compliance with the above-mentioned regulations upon request by Van Halteren, and shall notify Van Halteren immediately in case of any non-compliance or violation. The Supplier shall indemnify and hold Van Halteren harmless from any losses, damages, costs, or expenses arising from the Supplier's non-compliance or violation of the above-mentioned regulations. The Supplier shall also implement and maintain an effective environmental, health, and safety management system to ensure compliance with the above-mentioned regulations.
- 21.5. In the event an accident or environmental incident occurs at the job site where the Supplier performs the activities, the Supplier will inform Van Halteren thereof without delay.

## **22. Warranty**

- 22.1. The Supplier guarantees that all delivered goods and services are of first-class design, construction, finishing, material, composition and quality, in accordance with the requirements of sound work, in accordance with the drawings, other documentation and the standards and specifications applied by Van Halteren, and that they are suitable for the intended use and that they are safe and in accordance with any government regulations, standards and guidelines.
- 22.2. A warranty period pursuant to the agreement refers to a term within which the Supplier is obliged to arrange for its own account for the remedy of errors, shortcomings or defects or redelivery, irrespective of the cause of the error, shortcoming or the defect and without prejudice to the Supplier's other liability pursuant to the agreement.
- 22.3. If the agreement does not specify a longer warranty period, the warranty period will be 12 months after whichever is the later of (i) the delivery of goods or services, (ii) when Van Halteren (and/or its customer) starts to use the goods or services.
- 22.4. If the goods and/or services delivered on the basis of this article are repaired or delivered again, the full warranty period starts again as from the moment of repair or redelivery.

- 22.5. The Supplier hereby transfers all warranty rights provided by manufacturers or suppliers of the Supplier to Van Halteren. Van Halteren hereby authorises the Supplier to invoke these warranty obligations, insofar as necessary to comply with its own obligations to Van Halteren pursuant to this article 22. The place of performance of the warranty is the place where the goods or services are located at the moment the warranty is invoked on the basis of the defects.
- 22.6. The Supplier will commence the work under the warranty without delay. If this is not reasonably possible given the circumstances, the Supplier will draw up a recovery plan within 24 hours after the warranty is invoked or commence an investigation and inform Van Halteren in writing when the work under the warranty will commence.

### **23. Prohibition of transfer / set-off**

- 23.1. The Supplier is not allowed to transfer its claims against Van Halteren to third parties or encumber them unless it has obtained Van Halteren's prior, written approval.
- 23.2. Van Halteren and its affiliated company always have the right shall be entitled to set off all amounts they owe to the Supplier against all amounts the Supplier or companies affiliated with the Supplier owe/will owe to Van Halteren, irrespective of whether they are payable, subject to conditions or a time limit.

### **24. Liability**

- 24.1. The Supplier is liable for all costs and damage that are the result of any failure on the part of the Supplier to comply with its obligations and for all damage caused by the Supplier, its employees, third parties, companies and auxiliary persons engaged by it and/or caused by defects in the goods delivered or to be delivered by it. The Supplier will indemnify Van Halteren in this connection against all adverse consequences related to claims from third parties.
- 24.2. The Supplier's liability also extends to damage to the property of third parties and to third parties. The Supplier indemnifies Van Halteren against liability towards third parties and will indemnify Van Halteren in such cases.
- 24.3. All forms of recovery against Van Halteren shall be excluded in the insurance taken out by the Supplier.
- 24.4. Van Halteren's liability towards the Supplier for consequential damage and indirect damage is always excluded. The interpretation of consequential damage in this article includes in any event: lost profit, loss of production, loss of use, loss of income and direct trading or business interruption loss.
- 24.5. The exclusions and limitations referred to in article 24.4 lapse if and insofar as the damage results from intent or deliberate recklessness on the part of Supplier's management.

### **25. Suspension, dissolution, termination**

- 25.1. Van Halteren shall be entitled to suspend its obligations pursuant to the agreement or dissolve or terminate all or part of the agreement (hereinafter: **terminate**) by means of a written statement and without prior notice of default, if and as soon as the Supplier fails to comply, or fails to comply in time or properly, with any obligation to Van Halteren, and in case of a suspension of payment or bankruptcy on the part of the Supplier, an attachment levied against all or part of its business property or goods and cessation or liquidation of its business. In such cases, Van Halteren is only obliged to compensate to the Supplier the proportionate price for the goods and/or services demonstrably delivered, but only insofar as the goods delivered are actually useful to Van Halteren and/or Van Halteren wishes to keep the goods delivered, all of the above without prejudice to Van Halteren's right to compensation. Van Halteren reserves the right to terminate the agreement or agreements if and insofar as control over the Supplier changes as a result of but not limited to a takeover, merger, disposal, etc.
- 25.2. If and as soon as the Supplier fails to comply or fails to comply in time or properly with any obligation to Van Halteren, Van Halteren shall be entitled, in addition to the power referred to in the previous

paragraph, to order the Supplier to cease all or part of its activities, to order the Supplier to vacate and leave the Van Halteren job site (or the job site of third parties where the activities are performed by the Supplier), and implement such measures, including engaging third parties, for the account and risk of the Supplier if Van Halteren deems this in the interest of the expeditious realisation of the work. In such cases, Van Halteren will inspect the deliveries and performances already made and draw up an inspection form in consultation with the Supplier, indicating the quantities delivered, their (estimated) value and an overview of the defects. The Supplier is liable for all costs and damage resulting from Van Halteren's implementation of these measures.

- 25.3. A failure to comply in time as referred to in the first paragraph of this article also exists if a delay arises in the schedules received or prescribed by Van Halteren or there is a justified expectation that in the given circumstances a delay will arise in the performance of any (partial) obligation under the agreement.
- 25.4. In the event Van Halteren or the Supplier is prevented from complying with the agreement for more than 30 days as a result of force majeure, each party will have the right to terminate the agreement by means of a written statement against payment to the Supplier of the proportionate price for goods or services already delivered, but only insofar as the goods delivered are actually useful to Van Halteren and/or Van Halteren wishes to keep the goods delivered.
- 25.5. Apart from the cases referred to above, Van Halteren shall be entitled to terminate the agreement at any time by means of a written statement against payment of the proportionate price for the goods and services that were demonstrably already delivered and if the Supplier demonstrates that it sustained a loss as a result, compensation of this damage up to a maximum of 5% of the remaining agreed price. Any claim on the part of the Supplier for additional or alternative compensation is excluded.

## **26. Insurance**

- 26.1. In addition to the provisions of article 16.5, the Supplier will be obliged to adequately insure the goods and services to be created, sold and delivered for the benefit of Van Halteren, including taking out and maintaining (i) business liability insurance providing cover for physical injury and/or the death of employees, property damage and financial loss, (ii) professional liability insurance, (iii) motor vehicle insurance providing cover for passengers, and (iv) all other insurance the Supplier should take out pursuant to the applicable legislation and regulations. Unless expressly agreed otherwise, the Supplier will be obliged to include Van Halteren as co-insured in the insurance and it must be stipulated that co-insured parties under the insurance must be considered to be third parties towards each other.
- 26.2. In the event the agreement concerns design and/or (mechanical) structural construction and calculation activities (*engineering*), transport and/or contracting work, the Supplier will take out and maintain CAR insurance (*Construction All Risk*). Unless expressly agreed otherwise, the Supplier will be obliged to include Van Halteren as co-insured in the CAR insurance and it must be stipulated that co-insured parties under the insurance must be considered to be third parties towards each other.
- 26.3. The Supplier provides Van Halteren without delay with written evidence of the existence and contents of the aforementioned insurance. The Supplier will submit at Van Halteren's first request documents from which it is evident that the premiums due have been paid.
- 26.4. The Supplier's insurance provides that means of redress against Van Halteren is excluded.

**27. Disputes and applicable law**

- 27.1. All disputes that arise between the parties are settled exclusively by the competent court in Rotterdam.
- 27.2. The relationship between Van Halteren and the Supplier, including the agreement, is governed by Dutch law. The applicability of the 1980 United Nations Convention on Contracts for the International Sale of Goods (also referred to as the Vienna Sales Convention) is hereby expressly excluded.

**28. Intervention in the work**

- 28.1. In the event Van Halteren is of the opinion that the activities are performed in such a manner that the period determined for the realisation of the performance or part thereof is exceeded, Van Halteren will notify the Supplier thereof in writing. The same applies in the event Van Halteren considers that the activities are not/were not performed in accordance with the provisions of the agreement and/or in accordance with professional standards.
- 28.2. The Supplier is obliged to implement such measures that in the opinion of Van Halteren the delay will be made up or the aforementioned conditions and requirements will be met within a short period of time, which measures will be implemented within three working days after receipt of a notification as referred to in paragraph 1 of this article. If this does not happen, Van Halteren shall be entitled to implement all measures it deems necessary without judicial intervention. This will allow Van Halteren to take over the activities of the Supplier or third parties acting on its instructions. In such cases, the Supplier will cooperate fully with Van Halteren and those third parties.
- 28.3. All external and internal costs Van Halteren has to incur in connection with the provisions of paragraph 2 will be for the Supplier's account. It will reimburse the costs to Van Halteren immediately, including a payment for supervision and overhead costs.
- 28.4. Apart from the circumstances referred to in paragraph 1, Van Halteren shall also be entitled to intervene directly in the activities if this is necessary in view of the operating conditions, safety and/or statutory regulations. This does not release the Supplier from its liability. Van Halteren will always notify the Supplier of such intervention as soon as possible.

**29. Export Control**

The deliveries and services (performance of the agreement) will only be carried out under the condition that their application is in accordance with national and international export regulations and not contrary to embargoes or other sanctions imposed by the government. Each party commits that it will provide all information and documents necessary for export or dispatch to other EU Member States. Each party accepts that delays may occur as a result of export regulations or the export permit procedure, which could mean that the delivery terms and dates do not apply. If the necessary permits are not granted, or no permit can be granted for the deliveries and services, the agreement will be considered void with respect to the sections concerned.

As regards goods delivered (hardware, software, technology and/or related documents, irrespective of the manner of delivery) or services (including any form of technical assistance) that were provided by Van Halteren and by companies affiliated with it, the other party will be obliged in case of re-export to third parties in the Netherlands and abroad, to comply with all applicable national and international provisions concerning regulations pertaining to export and re-export.

### **30. Product liability and recalls**

- 30.1. In the event a claim is submitted against Van Halteren in connection with product liability, the Supplier will be obliged to indemnify Van Halteren against such claims insofar as the damage is caused by a defective product delivered by the Supplier. In case of liability for defects, such will only apply though if the cause is attributable to the Supplier. If the cause of the damage is within the Supplier's area of responsibility, the Supplier will be obliged to demonstrate that it is not liable.
- 30.2. In the cases referred to in the previous paragraph, all costs and expenses will be for the Supplier's account, including the costs of any legal proceedings.
- 30.3. The statutory provisions apply otherwise.
- 30.4. Prior to a recall that is fully or partly attributable to a defect in a product delivered by the Supplier, Van Halteren will inform the Supplier thereof in writing and enable the Supplier in cooperation and consultation to carry out the recall as efficiently as possible, unless informing the Supplier or cooperation with the Supplier is impossible in view of the urgent nature. Insofar as the recall of products is the result of a defective product delivered by the Supplier, the costs of the recall will be for the Supplier's account.

### **31. Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act**

In the event the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act applies to any agreement concluded between the Supplier and Van Halteren, such will be subject to additional conditions to be determined further. In such cases, the following provisions apply in any event to the parties.

The Supplier is obliged to show the following at Van Halteren's first request:

- Valid proof of registration with the Chamber of Commerce (not older than 3 months);
- A declaration from the Tax and Customs Administration concerning income tax and national insurance contributions.

The Supplier is obliged at our first request to provide a list of the names of its employees and the employees of third parties engaged by it who will be deployed for Van Halteren within the context of the agreement, including a statement of the dates on which this will take place.

The Supplier will allow Van Halteren to inspect the wage statements at its first request.

### **32. Privacy**

The Supplier will act in accordance with the General Data Protection Regulation (GDPR) when processing Van Halteren's personal data.

### **33. Conflict of interests**

The Parties will neither offer each other or third parties nor ask for, accept or be promised by each other or third parties, for themselves or for any other party, any gift, reward, compensation or benefit of any kind whatsoever that can be interpreted as an unlawful practice. Such practices may be reason for full or partial dissolution of the agreement.

If it becomes clear that at the formation of the Agreement a subordinate of Van Halteren holds a paid or unpaid ancillary position at the Supplier without Van Halteren having been informed thereof before the conclusion of the Agreement, Van Halteren shall be entitled to dissolve the Agreement extrajudicially without requiring notice of default and with immediate effect without being obliged to pay any compensation.

#### **34. Social Norms**

- 34.1. The Supplier agrees and warrants that it will comply with all applicable laws and regulations relating to anti-bribery, anti-slavery, and anti-child labour and so forth. Without limiting the foregoing, the Supplier represents and warrants that it shall comply with the following social norms:
- 34.2. Anti-Bribery: The Supplier shall not offer or provide, directly or indirectly, any bribe, kickback, or other improper payment or benefit to any person or entity for the purpose of obtaining or retaining business or any other advantage.
- 34.3. Anti-Slavery: The Supplier shall not engage in any form of slavery, human trafficking, or forced labour. The Supplier shall ensure that its employees, agents, and subcontractors comply with this prohibition.
- 34.4. Anti-Child Labour: The Supplier shall not employ any person under the age of 18 years old in any work that interferes with the child's education or is harmful to the child's health or physical, mental, spiritual, moral, or social development. The Supplier shall also ensure that its Suppliers and subcontractors comply with this prohibition.
- 34.5. Anti-Discrimination: The Supplier shall not discriminate against any employee or job applicant on the basis of race, colour, religion, national origin, sex, sexual orientation, gender identity, age, disability, or any other protected characteristic.
- 34.6. The Supplier acknowledges that any violation of this clause may result in immediate termination of the agreement, and may also result in legal action and/or damage to the Supplier's reputation. The Supplier agrees to indemnify and hold harmless Van Halteren from any losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising from any breach of this clause by the Supplier, its employees, agents, or subcontractors.
- 34.7. The Supplier shall further adhere to the code of conduct for business partners which will be sent free of charge upon first request or can be downloaded at <https://vanhalteren.com/>

Van Halteren Technologies Boxtel B.V. May 2023